CVRMLS

RULES AND REGULATIONS

~~September 2026~~

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ARTICLE 1: ORGANIZATION AND PURPOSE

Section 1.1 Name

The name of this organization is the Central Virginia Regional Multiple Listing Service (CVR MLS). CVR MLS is a Virginia limited liability corporation solely and wholly-owned by the Richmond Association of REALTORS® and the Southside Virginia Association of REALTORS®.

Section 1.2 Service Area

CVR MLS primarily serves the cities of Richmond, Hopewell, Petersburg and Colonial Heights, and the Counties of Chesterfield, Dinwiddie, Goochland, Hanover, Henrico, Powhatan, Prince George, Charles City, New Kent and King William, Greensville, Surry and Sussex. However, CVR MLS provides its Users with tax records for every Virginia jurisdiction to facilitate the entry of all Virginia listings into the MLS Database. All listings requiring mandatory submission under these Rules and Regulations should be entered into the MLS unless it has been entered into the MLS of a data share partner.

Section 1.3 Purpose

The Multiple Listing Service operated by CVR MLS is:

A. a facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and customers and the public;

B. a means of enhancing cooperation among Participants;

C. a means by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; and

D. a means by which Participants engaging in real estate appraisal contribute to common databases (Revised).

Section 1.4 Meetings

The meetings of the CVR MLS Board of Directors for the transaction of CVR MLS business shall be held in accordance with the Operating Agreement and Policies and Procedures of CVR MLS.

Section 1.5 Posting of Rules & Regulations

A current version of the CVR MLS Rules & Regulations is available on the CVR MLS web site. CVR MLS Rules and Regulations may be amended from time to time by the Board of Directors of the Central Virginia Regional MLS. Changes to the Rules and Regulations will be noticed to all Users on the CVR MLS web site and shall become effective no earlier than 15 days after such notice is posted.

ARTICLE 2: DEFINITIONS

ADMINISTRATIVE USER – Affiliated Administrative and clerical staff who provide support to Participants and Subscribers

ASSESSOR USER – City or county real estate assessors for localities within the Commonwealth of Virginia

COMING SOON STATUS– In the MLS, the Coming Soon status indicates that the agent and the seller are preparing the property for sale, but it is not ready for full marketing and showing. Listings under this status may not be shown until it is in an active status and may remain under Coming Soon Status for a period of forty-five (45) days or less. A Listing Agreement and Pre-Marketing Addendum ratified by the property owner is required for all Listings entered under Coming Soon Status.

COOPERATION - Cooperation is the obligation to share information on listed property and to make

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property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients.

CVR MLS - Central Virginia Regional MLS, LLC.

CVR MLS COMMITTEE - a committee of Participants and Subscribers appointed by the President of CVR MLS and approved by the CVR MLS Board of Directors (BOD). The role of the CVR MLS Committee is to provide input and guidance to the MLS Staff and BOD on the selection and administration of MLS services and technology; and make recommendations to the BOD.

Data Share Partner – An MLS with whom CVR MLS has signed a data share license. Data share includes the exchange of listing, agent and office information to each MLS to provide greater listing access to the respective MLS Users.

EXCLUSIVE AGENCY LISTING – A Listing pursuant to a contractual agreement under which the Listing Participant acts as the legally recognized agency or non-agency representative of the Seller, and the Seller agrees to pay a commission to the Listing Participant if the property is sold through the efforts of any real estate broker. If the property is sold solely through the efforts of the Seller, the Seller is not obligated to pay a commission to the Listing Participant.

EXCLUSIVE RIGHT TO SELL LISTING - A Listing pursuant to a contractual agreement under which the Listing Participant acts as the legally recognized agency or non-agency representative of the Seller, and the Seller agrees to pay a commission to the Listing Participant, regardless of whether the property is sold through the efforts of the Listing Participant, the Seller, or anyone else; and a contractual agreement under which the Listing Participant acts as the agent or as the legally recognized non-agency representative of the Seller, and the Seller agrees to pay a commission to the Listing Participant regardless of whether the property is sold through the efforts of the Listing Participant, the Seller, or anyone else, except that the Seller may name one or more individuals or entities as exemptions in the Listing Agreement and if the property is sold to any exempted individual or entity, the Seller is not obligated to pay a commission to the Listing Participant.

EXCLUSIVE AUTHORIZATION TO LEASE LISTING - A Listing pursuant to a contractual agreement under which the Listing Participant acts as the agent or as the legally recognized non-agency representative of the Lessor, and the Lessor agrees to pay a commission to the Listing Participant, regardless of whether the property is leased through the efforts of the Listing Participant, the Lessor, or anyone else; and a contractual agreement under which the Listing Participant acts as the agent or as the legally recognized non-agency representative of the Lessor and the Lessor agrees to pay a commission to the Listing Participant regardless of whether the property is leased through the efforts of the Listing Participant, the Lessor, or anyone else, except that the Lessor may name one or more individuals or entities as exemptions in the Listing Agreement and if the property is sold to any exempted individual or entity, the Lessor is not obligated to pay a commission to the Listing Participant.

EXPIRED – In the MLS, the Expired status means the Listing Agreement or contract for the listing has expired and has not been renewed.

INTERNET DATA EXCHANGE (IDX) - A means by which each Participant may permit the display of its firm's Listings to appear on other IDX Participants' Internet displays.

INTERNET DATA EXCHANGE DATABASE or IDX DATABASE- The current aggregate compilation of the Listings of all IDX Participants with the exception of those Listings in which a Seller has opted out of Internet publication.

LEASED – In the MLS, the Lease Status means the possession of the property has been transferred from a lessor to a lessee.

LEASED PENDING - In the MLS, the Leased Pending status indicates that the property is currently

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subject to a lease contract and is no longer considered active or available for showing.

LIMITED SERVICE LISTING – Exclusive Agency Listings or Exclusive Right to Sell Listing under which the Listing Participant will not provide one, or more, of the following services:

1. Conducting marketing activities on behalf of the Seller in accordance with the brokerage agreement. In so doing, the Participant shall seek a sale at the price and terms agreed upon in the brokerage relationship or a price and terms acceptable to the seller; however, the Participant shall not be obligated to seek additional offers to purchase the property while the property is subject to a contract sale, unless agreed to as part of the brokerage relationship or as the contract of sale so provides

2. Assisting in the drafting and negotiating of offers and counteroffers, amendments and addenda to the real estate contract pursuant to §54.1-2101.1 of the Code of Virginia and in establishing strategies for accomplishing the Seller's objectives

3. Receiving and presenting in a timely manner written offers and counter offers to and from the Seller and purchasers, even when the property is already subject to a contract of sale

4. Providing reasonable assistance to the seller to satisfy the Seller's contract obligations and to facilitate settlement of the purchase contract.

LISTING AGREEMENT – an enforceable, written and fully executed agreement for an Exclusive Right to Sell Listing or Exclusive Agency Listing between a Listing Participant and Seller whereby the Seller employs the Participant to market and sell the subject property. The Listing Agreement for properties submitted to CVR MLS must contain the copyright authorizations required under these Rules and Regulations and the Seller's authorization regarding internet and address display and limitations if any regarding Automated Valuation Models (AVM) and the posting of comments about the property. See Appendix A of these Rules and Regulations for required language.

LISTING CONTENT (LISTING) -"Listing content" Rules and Regulations means all photographs, images, graphics, audio and video recordings, virtual tours, and any other type of visual, virtual or audio media, drawings, floor plans, descriptions, remarks, narratives, pricing information and other details or information related to listed property.

MULTIPLE LISTING SERVICE (MLS) – the multiple listing service owned and operated by CVR MLS.

MLS DATABASE – The database maintained by CVR MLS that contains real estate Listings in the following categories: active, pending, sold, , for lease, leased, lease-pending, temp withdrawn and released Listing data, as such database is modified from time to time by CVR MLS. The term MLS Database, as used in these Rules and Regulations, shall be construed to include any format in which Listing data is collected and disseminated.

NEW CONSTRUCTION – Recently constructed dwellings that have not been lived in, properties under construction and/or to-be-built properties.

PARTICIPANT – See Section 3.1

PENDING – In the MLS, a Pending status indicates that the property is currently under contract and pending settlement.

PENDING WITH CONTINGENCIES -

This listing status indicates that a purchaser offer with one or more contingencies has been accepted by the Seller but the Seller is willing to consider back up offers.

PUBLIC MARKETING -- advertising that includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

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PROPERTY MANAGEMENT AND EXCLUSIVE RENTAL AGREEMENT – A Listing pursuant to a contractual agreement under which the Listing Participant acts as the agent or as the legally recognized non-agency representative of the Seller, and the Seller agrees to pay a commission to the Listing Participant, regardless of whether the property is leased through the efforts of the Listing Participant, the Seller, or anyone else; and a contractual agreement under which the Listing Participant acts as the agent or as the legally recognized non-agency representative of the Seller and the Seller agrees to pay a commission to the Listing Participant regardless of whether the property is leased through the efforts of the Listing Participant, the Seller, or anyone else, except that the Seller may name one or more individuals or entities as exemptions in the Listing Agreement and if the property is sold to any exempted individual or entity, the Seller is not obligated to pay a commission to the Listing Participant.

RELEASED – In the MLS, a Released status indicates that the listing agreement between the Seller and Listing Agent has been terminated or released.

SELLER – Property Owner(s) and/or Lessor(s)/ Landlord(s)

SHORT SALE - a transaction in which title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the Seller does not bring sufficient liquid assets to the closing to cure all deficiencies.

SOLD – In the MLS, the Sold status indicates that the property has been transferred from a Seller to a Buyer.

SOLD NON-MLS LISTING – Listings that (a) do not qualify for submission into the MLS under these Rules and Regulations or (b) are not authorized by the Seller for MLS submission or (c) are sold outside CVR MLS may be entered into the MLS system by the CVR MLS agent representing the buyer's side of the transaction after the transaction has closed.

SUBSCRIBER –See Section 3.2.

TEMP WITHDRAWN – In the MLS, the Temp Withdrawn status indicates that the property is subject to an active listing agreement, but the property has been temporarily taken off the market and market and showing activities have been suspended.

USER – Participants, Subscribers, Administrative Users and Assessor Users, collectively.

~~TECHNOLOGY PROVIDER~~DATA CONSUMER - any third person or entity that displays Listing content on a Participant's or Subscriber's behalf.

ARTICLE 3: PARTICIPATION

Section 3.1 Participant

Any individual holding a current, active Virginia broker license who is a principal, partner, corporate officer or branch manager acting on behalf of a principal, without further qualification, except as otherwise stipulated herein, shall be eligible to participate in the MLS upon agreeing in writing to conform to the CVR MLS Rules and Regulations thereof and to pay costs incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status, entitled to Multiple Listing Service "membership" or "participation" unless they hold a current, valid real estate broker's license and cooperate or are licensed or certified by the appropriate Commonwealth of Virginia agency to engage in the appraisal of real property. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. Use of information developed by or published by the MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited.

Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the

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requirement that an individual or firm cooperates means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS, shares information on listed property, and makes property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients, and to cooperate. "Actively" means on a continual and ongoing basis during the operation of the Participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a Participant or potential Participant that operates a real estate business on a part-time, seasonal, or similarly time- limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law.

The key is that the Participant or potential Participant cooperates with respect to properties of the type that are listed on the MLS in which participation is sought. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their client(s). This requirement does not permit an MLS to deny participation to a Participant or potential Participant that operates a "Virtual Office Website" (VOW) (including a VOW that the Participant uses to refer customers to other Participants) if the Participant or potential Participant actively endeavors to cooperate. An MLS may evaluate whether a Participant or potential Participant actively endeavors during the operation of its real estate business to cooperate only if the MLS has a reasonable basis to believe that the Participant or potential Participant is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all Participants and potential Participants.

Further, none of the foregoing is intended to convey "participation" or "membership" or any right of access to information developed by or published by the MLS where access to such information is prohibited by applicable law. Any person who qualifies for participation in the MLS shall be a Participant. Participant may also be referred to as Broker Participant.

Section 3.2 Subscriber

Subscribers are Non-principal (Associate) brokers and real estate licensees who possess a valid real estate license and are licensed with an MLS Participant may become agent Subscribers of CVR MLS ("Subscriber"). Subscribers are responsible for all MLS services fees, compliance with MLS Rules and Regulations and the limitations and restrictions of state law. Subscribers shall be eligible to participate in the Multiple Listing Service upon Subscriber agreeing in writing to conform to the CVR MLS Rules and Regulations and to pay the required fees for Subscriber access. Participant must authorize Subscriber access requests.

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Section 3.3 Administrative User

Section 3.3 - Unlicensed Assistant User
Administrative and clerical staff who provide support to Participants and Subscribers are eligible to apply for Unlicensed Assistant User access, subject to the fees and any limitations prescribed by the CVR MLS Board of Directors. **An Unlicensed Assistant User may not hold an active Virginia real estate license.**

The broker of the firm and the agent requesting administrative services (if applicable) from the Unlicensed Assistant User must sign the required application form and shall be jointly responsible for the activities of the Unlicensed Assistant User, including their compliance with CVR MLS Rules and Regulations and all applicable state laws. The responsible Participant must authorize all Unlicensed Assistant User access requests.

Unlicensed Assistant User access shall be used solely to support the real estate practice of the agent(s), team, or brokerage firm identified on the Unlicensed Assistant User's application. An Unlicensed Assistant User may not maintain multiple accounts with multiple firms.

If an Unlicensed Assistant User obtains an active real estate license, they shall immediately become ineligible for Unlicensed Assistant User access. Their administrative account may be transitioned to an appropriate account within 15 days from licensure and upon payment of all applicable fees and completion of required onboarding. Otherwise, such access shall be terminated.

Section 3.4 Assessor User

City or county real estate assessors for localities within the Commonwealth of Virginia may become Assessor users ("Assessor User"). Assessor Users are responsible for all MLS services fees (if any) and must agree to comply with CVR MLS Rules and Regulations and the limitations and restrictions of state law.

Section 3.5 Required Training

All Participants, Subscribers, Office Managers and Administrative Users who are new to CVR MLS or have not had an active account within twelve (12) months of their application are required to attend the appropriate MLS training approved by the CVR MLS Board of Directors within 90 days of their activation date. Failure to complete the required training will result in a suspension of MLS access.

The CVR MLS Board reserves the right to require additional training of not more than four (4) hours in any twelve (12) month period when deemed necessary by the MLS to familiarize Participants and Subscribers with system changes or enhancement and/or changes to MLS rules or policies. Participants and Subscribers must be given the opportunity to complete any mandated orientation and additional training remotely.

Section 3.6 CVR MLS Forms

Participants and Subscribers have access to a CVR MLS forms library provided through a CVR MLS approved forms or transaction management partner. The forms library contains both CVR MLS copyrighted ("CVR MLS Forms") and non-CVR MLS copyrighted documents. This forms library is provided to CVR MLS users for use in their real estate practice. Any of the following actions will be considered a Prohibited Use of CVR MLS Forms:

A. Providing CVR MLS Forms to any non-CVR MLS agent or broker, unless the Participant or

Subscriber is actively involved in a transaction with the non-CVR MLS Participant or Subscriber and/or

B. providing CVR MLS Forms to any client, customer or member of the public for use outside of a transaction involving the CVR MLS Participant or Subscriber.

Any Prohibited Use of a CVR MLS form is considered a violation of these Rules and Regulations and may be subject to a fine.

ARTICLE 4: GENERAL RULES

Section 4.1 Compliance with Rules and Regulations

All Users agree to abide by the CVR MLS Rules and Regulations, any policies of CVR MLS, and the laws and regulations of the Commonwealth of Virginia and federal government.

Section 4.2 Commission Rates

The CVR MLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, CVR MLS shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and non-Participants.

Section 4.3 Trademark Use

No MLS Participant, Subscribers or licensee affiliated with any Participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, Subscribers and licensees affiliated with Participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to Participants and Subscribers. This does not prohibit Participants and Subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise.

Section 4.4 Verification of Listing Data

CVR MLS does not verify Listing Content provided by Participants and Subscribers and disclaims any responsibility for its accuracy. Each Participant and Subscriber agrees to hold CVR MLS harmless from any liability arising from any inaccuracy or inadequacy of any information entered in the CVR MLS Database.

Section 4.5 Confidentiality

Any information provided by CVR MLS to any User shall be considered confidential, including without limitation, the MLS Database, the IDX Database, any User's password to the MLS Database and IDX Database, any printouts of the MLS Database and IDX Database as provided under these Rules and Regulations, and all Participant's Listings, including personal information of a Seller included in a Participant's Listing ("Confidential Information"). Confidential Information shall be maintained by the User as confidential and available exclusively for the use by CVR MLS Participants, Subscribers, Administrative Users and Assessor Users. CVR MLS Users shall not disclose any Confidential Information to anyone, except as expressly allowed under these Rules and Regulations, or as ordered by a court of competent jurisdiction or as otherwise required by law. CVR MLS Users shall not disclose any Confidential Information pursuant to a court order or as required by law until the applicable Participants, Subscribers, Administrative Users and Assessor Users has given CVR MLS ten (10) days prior written notice and an opportunity to oppose such

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disclosure. Notwithstanding the foregoing, Participants and Subscribers may disclose individual Listings maintained in the MLS Database in the ordinary course of Participant's or Subscriber's real estate or appraisal business.

Section 4.6 Password Use

A confidential password is issued to each authorized User upon completion of the MLS application process. For security purposes, Users may be required to change their passwords. Access to the MLS Database is restricted to Users. Any User who allows another User or unauthorized party to utilize their personal user name and password to gain access to the MLS Database or use of the MLS Database or any derivative thereof shall be subject to a fine.

Section 4.7 Accuracy of Listing Data and Listing Compliance

Participants and Subscribers are required to submit accurate listing data and required to correct any known errors.

Each Participant and Subscriber agrees to take all actions necessary to maintain Listing Content in compliance with the terms and conditions of these Rules and Regulations.

Section 4.8 Representations and Warranties

By the act of submission of Listings to CVR MLS, the Participant and Subscriber represent and warrant that:

- **A.** The Participant has been authorized to grant and also thereby does grant authority for CVR MLS to include the Listings in the MLS Database and also in any statistical report on comparable data. All right, title, and interest in the MLS Database shall at all timesremain vested in CVR MLS as provided under these Rules and Regulations.
- **B.** The Participant and the Seller have entered into an Exclusive Agency, Exclusive Right to Sell, Exclusive Authorization to Lease or Property Management agreement.
- **C.** The Seller has agreed in writing that CVR MLS may include the Listing in the MLS Database, license the MLS Database to third parties, disclose and publicly display the Listing, and otherwise lawfully use the Listing information.
- **D.** The Listing complies in all respects with these Rules and Regulations.
- **E.** To the best of the Participant's and Subscriber's knowledge, and after reasonable due diligence to verify accuracy, all information included in the Listing Content is accurate and complete.
- **F.** All creative works included in the Listing Content are either original works of authorship of the Participant and/or Subscriber, including all remarks and other text, photographs, video clips, and other graphics and all other components of the Listing Content, or Participant and/or Subscriber have acquired all ownership and copyrights in such Listing Content and its components pursuant to written assignments.
- **G.** Participant has assigned their rights in the Listing Content to CVR MLS in accordancewith these Rules and Regulations and no other person or entity has any rights of any nature in or to any of the Listing Content.
- **H.** There are no claims, litigation or proceedings pending or threatened with respect to the Listing, or any component of the Listing Content.

Section 4.9 Use of the MLS Database

Section 4.9.1 Distribution

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Participants shall at all times maintain control over and responsibility for any copies of the MLS Database or Listings and shall not distribute any such copies to persons other than persons who are Subscribers with such Participants.

Section 4.9.2 Display

Participants/Subscribers shall be permitted to display the MLS Database to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in the MLS Database.

Section 4.9.3 Reproduction

Participants/ Subscribers shall not reproduce the MLS Database or any portion thereof except in the following limited circumstances:

A. Participants/Subscribers may reproduce and distribute to prospective purchasers or sellers, a reasonable number of single copies of Listing Content, but in no event more than 250, contained in the MLS Compilation which relate to any properties in which the prospective purchasers or sellers are, or may, in the judgment of the Participants or their Subscribers, be interested.

B. Reproductions made in accordance with this rule shall be prepared in such a fashion that Listings other than those in which a prospective purchaser or tenant has expressed interest, or which the Participant or the Subscribers are seeking to promote interest, are not contained in such reproduction.

C. Nothing contained herein shall be construed to preclude any Participant from utilizing, displaying, distributing, or reproducing property Listings or other compilations of data listing data, whether provided in printed format, electronically, or in any other form or format, is provided for the exclusive use of the Participant and those licensees affiliated with the Participant who are authorized to have access to such information. Such information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm. If the Participant wishes to send the firm's current Listing information to a third party via electronic means, a statement from the Participant is required by CVR MLS (in all cases) stating that said entity has the Participant's permission to receive the property information electronically. Those receiving the Listing information must state that the property Listings are provided by the Central Virginia Regional MLS, unless altered in any way by the Participant prior to distribution.

D. None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to Participants for real estate brokerage purposes must also be available to Participants for valuation purposes, including automated valuations.

MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require Participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed to be confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations and may be subject to a fine under these Rules and Regulations.

Section 4.9.4 Advertising of Listings filed with CVR MLS

CVR MLS Property Listings may not be advertised by any Subscriber/Participant other than the

Listing Subscriber/Participant in any media (print, electronic or other media format) without the prior written consent of the Listing Subscriber/Participant. The only exception to this requirement is listing display within the context of a data feed where permission may be presumed, subject to the Rules and Regulations pertaining to IDX.

Section 4.9.5 – Use of CVR MLS Data with Artificial Intelligence Tools

No User shall permit an artificial intelligence tool or service not provided or expressly approved by CVR MLS to access the MLS Database or Listing Content. Prohibited access includes access through User credentials, browser extensions, automated tools, scraping, downloading, uploading, copying, pasting, or any other means.

Use through an approved CVR MLS data license is permitted only as authorized by CVR MLS and subject to the applicable license agreement and these Rules and Regulations.

Section 4.10 Limitation of Liability

In no event shall CVR MLS be liable for the payment of any consequential, incidental or punitive damages, or lost profits, even if CVR MLS has been advised of the possibility of such damages. The entire liability of CVR MLS to the Participant or Subscriber for all claims arising from or related to the MLS database or the subject matter of these Rules and Regulations, whether in contract, tort or otherwise, shall not exceed the total amount of fees, not including out of pocket expenses, paid by the applicable Participant or Subscriber to CVR MLS for the month(s) during which the MLS database did not function reasonably well or the six (6) months immediately preceding the date on which the claim accrued, whichever is less. CVR MLS shall not be liable to any third party, such as an agent employed by or associated with the Participant or a Seller, for any claims, liability, losses, damages or expenses arising from or related to these Rules and Regulations or the MLS database or IDX database. Should any agent of a Participant, including a Subscriber assert any claim, liability, loss, damage or expense (collectively, a "claim") against CVR MLS, then the Participant shall indemnify, hold harmless and defend CVR MLS from such claim, including payment of CVR MLS' reasonable attorney's fees and costs.

Section 4.11 Fair Housing

No listing may be entered into the MLS Database or revised to contain language which violates the Federal and State Fair Housing Acts, as amended from time to time.

Any listing containing potential violations of any fair housing laws should be reported to CVR MLS through the compliance process outlined in Section 9 of these Rules and Regulations.

Section 4.12 Services Advertised as "Free"

MLS Participants and Subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the Participant or Subscribers will receive no financial compensation from any source for those services.

Section 4.13 Use of MLS Information

Information from CVR MLS compilations of current listing information, from statistical reports, and from any sold or comparable report of CVR MLS may be used by MLS Participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass-media advertising

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or in other public representations. This authority does not convey the right to include in any such advertising or representation information about specific properties which are listed with other Participants, or which were sold by other Participants (as either listing or cooperating broker).

However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by CVR MLS must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice:

Based on information from CVR MLS for the period (_____) through (_____).

Section 4.14 - Inclusion of Exclusive Agency Listings

Multiple listing services shall not establish or maintain any rule or policy prohibiting inclusion of exclusive agency listings that would be otherwise acceptable for inclusion in the compilation of current listing information.

ARTICLE 5: LISTING PROCEDURES

Section 5.1 Listings Subject to CVR MLS Rules and Regulations

All Participant Listings of the property types identified in Section 5.2 of these Rules and Regulations are subject to CVR MLS Rules and Regulations upon Seller's ratification of the Listing agreement. Only Exclusive Authorization to Sell, Exclusive Authorization to Lease and Exclusive Agency Listings that conform to these Rules and Regulations are eligible for inclusion in the MLS Database.

Listings subject to these Rules and Regulations must be in an Active or Coming Soon status in the MLS Database within three (3) days of Listing Agreement ratification by the Seller. Notwithstanding the foregoing, if any Public Marketing is performed prior to the three (3) day submission set forth herein, then the listing must be entered into the MLS Database within one (1) business day in accordance with Section 5.9.

Section 5.1.2 Coming Soon Status – Terms and conditions of use

1. Only properties subject to a ratified listing agreement and pre-marketing addendum may be entered under the Coming Soon status. Coming Soon listings are subject to the requirements set forth in this Section 5.1 and must be entered into the MLS system under the Coming Soon status within three (3) days of the Listing Agreement ratification by the Seller or within one (1) day of Public Marketing.
2. Listings under the Coming Soon listing status are available to CVR MLS Participants and Subscribers and authorized data share partners.
3. (Repealed)
4. Listings under Coming Soon Status may not be shown. In the event that a Seller agrees to allow a Coming Soon listing to be shown the listing status must be changed to Active prior to the showing.
5. Days on Market (DOM) do not accrue while a listing is under the Coming Soon listing status.
6. You must include an Expected On-Market Date when using the Coming Soon listing status. This is the date when you expect your listing to be Active in the MLS system. This date cannot exceed forty-five (45) days from the listing ratification date. The listing will move to an active status on the Expected On-Market Date. If the listing is not ready for an active status upon the expiration of the Coming Soon period consider using the Temp Withdrawn listing status.

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7. Listings under Coming Soon Status must have a List price.
8. Because a Listing under the Coming Soon status will have an MLS number, the listing agent will be able to add virtual tours, marketing materials, and listing documents ahead of time.
9. No listing, including a listing that was once under the Coming Soon status, can revert back to the Coming Soon status. Furthermore, the listing may not be relisted in the Coming Soon status by the same listing agent or any agent within that listing agent's brokerage unless the property has been off market for 60 days or more.

Section 5.2 MLS Property Types – Mandatory Submission

All Listings of the following property types within the CVR MLS Service Area are required to be entered into the MLS Database:

A. Single Family - New and resale residential single-family dwellings and farms
B. Condo/Townhouse - New and resale residential condo/townhouse dwellings
C. Residential Multi-Family - New and resale residential multi-family (2, 3 or 4 unit) residential dwellings.
D. Residential Lots/Land - Residential vacant lots or land whose value (based upon the property's tax assessment) is greater than value of the improvements.

Listings of the following property types may be entered into the MLS database on a voluntary basis.

E. Residential Rentals – Single family single dwellings for rent
F. Improved and unimproved commercial property for sale
G. Commercial property for lease
H. Commercial business opportunities that include some interest in real property

Section 5.2.1 MLS Property Types - Voluntary Listing Submission

Residential Rental Listings

Submission of residential rental Listings is voluntary but once entered into the MLS Database all rental listings must conform to the Rules and Regulations of CVR MLS. Residential rental listings are exempt from the CVR MLS lockbox requirement.

Commercial Listings – For sale and for lease

Submission of Commercial Listings is voluntary but once entered into the MLS Database all listings must conform to the Rules and Regulations of CVR MLS. Commercial listings for sale and for lease are exempt from the CVR MLS lockbox requirement.

While the contribution of residential rental listings and commercial listings for sale and for lease is voluntary, if submitted to the MLS database, they must conform to all MLS Rules and Regulations (including audit, photos, status updates, data accuracy, etc.) All listings added to the MLS database are subject to audit and fines for non- compliance.

Section 5.3 Listing Types

CVR MLS does not regulate the type of Listings Participants may take, however, not all Listings are eligible for submission. CVR MLS will accept the following types of Listings subject to compliance with the terms and conditions of these Rules and Regulations:

A. Exclusive Right of Sale Listing

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B. Exclusive Agency Listing
C. Exclusive Authorization to Lease Listing
D. Limited Service Listing
E. Independent Contractor (Non-Agency) Exclusive Right to Sell Listing
F. Property Management Agreement/Exclusive Rental Agreement Listing (Voluntary)

Section 5.4 Seller Authorization and Forms

All listings entered into CVR MLS as Active or Coming Soon must have an active, written listing agreement in effect to be entered into the MLS System. All Listing Agreements must include the Seller's written authorization to submit the Listing Content to the CVR MLS and lockbox authorization (if a lockbox is requested by the Seller). Electronic versions of CVR MLS Listing Agreements for Exclusive Right to Sell Listings and Limited Service Listings, Exclusive Authorization to Lease Listings and other transaction related forms are provided for use by Participants and Subscribers free of charge. The CVR MLS forms contain all of the required authorizations and can be accessed through the CVR MLS dashboard or through an authorized forms provider. Non-CVR MLS listing agreement must include all required disclosures and authorizations. This required language can be found in Appendix A of these Rules and Regulations.

Listings entered into the MLS database under Coming Soon status must be subject to a Listing Agreement and Pre-Marketing Addendum ratified by the property owner.

Section 5.4.1 Legally Required Seller Disclosure Forms

CVR MLS Users are encouraged to obtain and upload executed copies of all legally-required seller disclosure forms when a listing is entered into the MLS.

Practice Note: While the upload of legally required disclosures is not mandatory, it is recommended as a best practice.

Section 5.5 Entry of Listing Content

Listings may be entered into the MLS Database utilizing the MLS portal.

Listing Content provided to CVR MLS shall be limited to information related to the sale, lease or exchange of listed property. The information must be objective and verifiable by an interested party. The information may not include any subjective impressions or opinions which could be misunderstood or misconstrued.

Section 5.5.1 Disclosure of Potential Short Sales

Participants may, but are not required to, disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) to other Participants and Subscribers.

Section 5.6 Incomplete/Inaccurate Listing Content

All listings filed with CVR MLS, must contain complete and accurate information in all completed fields.

To the extent such information is reasonably ascertainable; all data fields shall be completed with relevant property data. Listings not linked to tax information, incorrect area designations, and property type, for example, are considered incomplete. CVR MLS staff may request support documentation to validate information provided outside of tax information or other governmental resources. Listings found to have incomplete, inaccurate, or misleading information must be

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corrected or maybe subject to a fine, in accordance with these Rules and Regulations.

When "Other" is selected from a pick list for a features field, a description is required in the related description field. The information entered in the required description fields must accurately depict the related feature. The word "other" may not be used in the Other Description field.

Section 5.6.1 Identification of Seller

The full name of the Seller(s) must be entered in the Owner Name field in the MLS. In the case of some REO listings only, the name of the owner of record may not be known. In these instances, if the Listing Participant or Subscriber does not know the name of the Seller(s), the term "Owner of Record" may be entered into the Owner Name field. A Listing Participant or Subscriber must update the Owner Name field within 3 days of obtaining the correct Seller(s) name. This provision applies only to listings entered with REO as a selection in the "Owned By" field.

Section 5.6.2 Identification of Square Footage Source (Resale)

If the square footage source provided in the MLS for a resale listing is not the tax record, the listing agent must provide substantiation or documentation supporting the square footage provided in the listing information. Substantiation or documentation means sketches, appraisal reports or other documents for which the square footage provided in the listing was relied upon and must be included in the listing as a supplement.

Practice Note: "Per MLS" or any reliance on a previous MLS listing is not an acceptable source. Agents should obtain independent validation for their square footage. Agents are responsible for ensuring that square footage is accurate and properly supported. Failure to validate and supplement square footage when not using the tax record may be considered a violation of MLS policy.

Section 5.6.3 – Property Address

At the time of filing a listing, Participants and Subscribers must include a property address available to other Participants and Subscribers, and if an address doesn't exist a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location.

Section 5.7 General Remarks Field

Only information that is descriptive of and relevant to an accurate portrayal of the Listed property may be included in the general "Remarks" field. Information considered specific to the agent/office contact information, self-advertising and promotion is prohibited. Specific information prohibited in the general remarks field includes, but is not limited to, cooperative compensation offers (direct or indirect), agent/office name, agent/office phone number, cell phone numbers, e-mail address, web site address, URL, or any HTML links of any kind that directly or indirectly link to a company or agent advertising, Open House announcement, or any other information of this nature. Information specific to the office or agent may be entered into the "Agent Only Remarks" field.



Practice Note: Information referring to Open Houses, commissions, branded URL's, photos or virtual tours and self-promoting URL's, contact information or other forms of advertising are prohibited in General Remarks. These types of information may be entered in the Agent Only Comments section. Open House information must be entered in the Open House fields. If entered in the correct fields, it

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may also be included in Agent Only Comments field.

Section 5.7.1 Open House Information

Information concerning Open Houses is prohibited in the remarks field. Open House information is only permitted in the Open House fields and Agent Only Comments.

Section 5.7.2 Adjacent Lots

~~If Seller is offering adjacent lots for sale, the Property Identification number, corresponding MLS number and price may be added to the Agent Comments field, but may not be included in the General Remarks field.~~

A. Adjacent Lot Offered Separately

If the Seller is offering an adjacent lot for sale separately from the listed Property, the adjacent lot must be entered into the MLS Database under a separate active listing. The Remarks field may state that the adjacent lot is separately available but may not imply that the lot is included in the sale or listing price of the listed Property. Additional details such as address, Property Identification Number (PID), corresponding active MLS number, and current listing price of the adjacent lot may be included in the Agent Comments field.

B. Adjacent Lot Included in the Listing

If the Seller is offering an adjacent lot only as part of the sale of the listed Property under the same MLS Listing, the Listing Agreement must identify both parcels, and the listing price and other Listing Content must accurately reflect the inclusion of both parcels.

The Remarks field may state that the adjacent lot is included in the sale and may identify the address and Property Identification Number (PID) of the adjacent lot. The Remarks field must clearly state that the adjacent lot will be conveyed with the listed Property.

A separate MLS Listing is not required for an adjacent lot that is not being offered for sale separately.

Section 5.8 Photographs and Virtual Tours

~~Photos or virtual tours included in Listing Content are limited to photos of the property for sale and the neighborhood in which it's located. Neither photos nor virtual tours may include personal photos or self/office promotional photos/information. All Listings must contain a minimum of one (1) photo except where sellers expressly direct that photographs of their property not appear in MLS compilations. Such instructions shall be included in the property listing agreement.~~

Photos or virtual tours included in Listing Content are limited to photos of the property for sale and the neighborhood in which it's located.

- Neither photos nor virtual tours may include personal photos, self or office promotional photos or information, visible people, or advertisements.
- All Listings must contain a minimum of one (1) photo except where sellers expressly direct that photographs of their property not appear in MLS compilations. Such instructions shall be included in the property listing agreement.

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5.8.1 – Photo Entry Date

A. All active listings must have at least one photo of the listing property. Active listings without a photo will be considered in violation of these Rules and Regulations.

B. For New Construction Listings where no photo is available, the 'Under Construction' template may be posted in place of a photo or a photo of a similar model in accordance with Rule 5.30 may be used.

C. For Lots/Land listings where no photo is available, the 'Land' template or Plat shall be posted in place of a photo.

D. Coming Soon Status - An image or photo is not required of any listing in Coming Soon status until such time that the listing's status is changed to Active status.

5.8.2 – Virtual Staging

~~If a photo has been altered, manipulated or enhanced by virtual staging, then agent must make such disclosure in REMARKS field.~~ "Virtual staging" means the use of digital, artificial-intelligence, or other image-editing technology to add, remove, or replace furniture, furnishings, décor, or other non-permanent personal property in a listing photograph.

Any virtually staged photograph must:

A. Be clearly and conspicuously labeled "VIRTUALLY STAGED" or similar language on the photograph;

B. Be disclosed in the REMARKS field; and

C. Include an unaltered photograph of substantially the same view.

Routine adjustments to brightness, contrast, color balance, sharpness, cropping, or straightening are not considered virtual staging, provided they do not materially change the representation of the property.

Virtual staging may depict physically possible changes to landscaping, finishes, fixtures, or other elements within the property owner's control, provided the altered photograph is clearly and conspicuously labeled "VIRTUALLY STAGED" or similar verbiage as applicable, and is displayed with an unaltered photograph of substantially the same view.

An altered photograph may not conceal a material defect, materially misrepresent the property's dimensions, depict a physically impossible condition, or add, remove, or change elements outside the property owner's control, including off-site structures or actual views.

Section 5.9 Office Exclusive or Delayed Entry Listings

If a Seller does not authorize Public Marketing of the Listing, the Participant or Subscriber may take the Listing as an Office Exclusive Listing. The Seller must sign the Seller Opt-Out Authorization form,

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or a similar form as approved by CVR MLS, and a fully executed copy of such Opt-Out Authorization must be filed with CVR MLS within three (3) days of Listing ratification by the Seller.

If the Seller wants the listing to be entered at a date later than the three (3) days of the Listing ratification, the Participant or Subscriber may take the Listing as a Delayed Entry Listing. Any Delayed Entry Listing must also include the Seller Opt-Out Authorization and be filed with CVR MLS within three (3) days of the Listing ratification by the Seller, upon which the Listing may be made active in the MLS Database at the time provided by the Seller.

5.9.1 – Clear Cooperation Policy

Within one (1) business day of marketing to the public an office exclusive property or any other MLS listing that would qualify for submission under Section 5.2 of these Rules and Regulations, the listing Participant or Subscriber must input the listing into the MLS for cooperation with other MLS Participants and Subscribers. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

Section 5.10 Delayed Showing

If a Seller requests that a Listing be entered into the MLS database but not be available for showing until a later date, the Delayed Showing Listing agreement must include the seller's instruction and the date when showings may begin. The Listing must be entered into the MLS Database within three (3) days of Listing ratification by the Seller. When the Listing Content is entered into the MLS Database the "Delayed Showing" field must be marked "Y" and the showing date entered into the "No Showing Until" date field. If the Delayed Showing restriction is removed, all fields must be updated within one (1) day of such removal by Seller. Additionally, if a showing is authorized while under a delayed showing status, all delayed showing restrictions must be removed prior to such showing.

Section 5.11 Designation of Listing Type

Participants and Subscribers must correctly indicate whether a Listing is an Exclusive Right to Sell or Exclusive Agency in the Listing Type field in the MLS Database or on the Listing Input Form.

Section 5.12 Named Prospects Exempted

Exclusive Right to Sell Listing and Exclusive Agency Listing Agreements must list the names of prospects that the Seller has exempted from the Listing and the period of exclusion. Notification to cooperating Participants and Subscribers shall be made by noting the existence of exempted parties in Agent Only Comments. Participants and Subscribers should contact the Listing Participant or Subscriber to verify the identity of exempted parties prior to writing an offer to purchase for the property.

Section 5.13 Compensation Offers Prohibited

Participants, Subscribers or their sellers may not make offers of compensation to buyer brokers and other buyer representatives in the MLS. No language regarding offers of compensation, whether plainly stated, or that indirectly or discreetly refers viewers to alternative platforms that offer buyer agent compensation, shall be permitted in any field of the MLS. CVR MLS staff shall remove any language in a listing that refers to an offer of compensation, and the listing agent shall be subject to a fine.

Use of CVR MLS data or data feeds to directly or indirectly establish or maintain a platform to make offers of compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and must result in the MLS terminating that Participant's access to

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any MLS data or data feeds.

Section 5.14 Listing Price Specified

The full gross list, lease or exchange price must be stated in the Listing Agreement and entered as the Listing Price in the CVR MLS Database, unless the property is subject to auction. Agents may not enter a listing at a price the Seller is not willing to accept assuming all other terms and conditions meet the Sellers specifications set forth in the listing agreement. The List Price for resale properties may not be changed in the MLS once the listing is subject to a fully ratified contract.

The listing price for auction properties shall be the opening bid price, tax assessment, appraisal, or in the case where the property is available for sale pre-auction, the minimum price the Seller will accept pre-auction. The basis for the list price shall be stated in the Remarks section of the listing.

Section 5.15 Listing Termination Date

Listings filed with CVR MLS must have a specific termination date as negotiated between the Listing Participant and the Seller.

Section 5.16 Possession Date

The Listing Agreement must specify either a specific possession date or the number the days between settlement date and delivery of possession of the property.

Section 5.17 Ownership and Relationship Disclosure Requirements

A. **Ownership Interest in Listed Property**

Participants and Subscribers must disclose any **ownership interest** they hold in a property entered into the CVR MLS system, whether the interest is held directly or through an entity in which they have a legal interest. Disclosure must be made by selecting **"Y" in the Owner/Agent field** for the listing.

B. **Representation of Immediate Family or Related Entities**
Participants and Subscribers must disclose when they represent a member of their **immediate family** or an entity in which an immediate family member holds a legal interest. Disclosure must be made by selecting **"Y" in the Agent Related to Seller field**.

C. **Contemplated Acquisition of Property Listed by Another Participant**
If a Participant or Subscriber intends to acquire an interest in property listed with another Participant, this contemplated interest must be **disclosed in writing to the Listing Participant** no later than the time an offer to purchase is submitted.

Section 5.18 Participant or Subscriber as Purchaser

Moved to 5.17.

Section 5.19 Personal Property

Personal property to be included with the sale of real property shall be noted in the Listing Agreement and entered in the appropriate MLS Database field.

Section 5.20 Contingent Conditions or Special Terms

Any and all contingent conditions or special terms of sale or lease must be included in the Listing agreement and disclosed to all Participants and Subscribers in Agent Remarks or uploaded as a listing attachment. CVR MLS will not accept any Listing Agreement that stipulates offers to purchase

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are contingent upon the Seller finding a new home unless there is a definite date or number of days after acceptance of an offer to purchase by which the Seller agrees to find a new home. Any terms, conditions or stipulation which would prevent a Seller from being ready, willing and able to sell or lease the listed property must be designated in the contingency field and described in the "Agent Only Comments" field

Section 5.21 Reporting Contingency Resolution

The Listing Participant shall enter any change in the status of a contingency within five (5) days of the contingency being fulfilled or removed.

Section 5.22 Multiple Unit Properties

All Multiple Unit properties that are to be sold, leased or exchanged or which may be sold, leased or exchanged on an individual unit basis must be identified as such in the Listing Agreement and separately entered into the MLS Database.

Section 5.23 Listing Changes

Any change to an original Listing price, terms or conditions shall be made only when authorized in writing and signed by the Seller. Unless otherwise noted in these Rules and Regulations, changes must be made in the MLS Database within five (5) days of receipt of Sellers written authorization. In accordance with Rule 5.14, the List Price for resale properties may not be changed in The MLS once the listing is subject to a fully ratified contract.

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Section 5.24 Listing Withdrawal Prior to Expiration

Listings may be Temp Withdrawn from the MLS by the Listing Participant prior the Listing expiration date.

 **Practice Notes:**

Temporarily Withdrawn denotes a listing that is still subject to a valid listing agreement but is not available for sale. Participants and Subscribers may not solicit listings while they are temporarily withdrawn status.

Participants and Subscribers are no longer required to provide CVR MLS with a copy of the Sellers instructions to withdraw the listing from the market at the time the listing status is changed. However, documentation of such written authorization is subject to audit and verification by CVR MLS.

Section 5.25 Listing Release Prior to Expiration

If a Listing Participant and a Seller, by mutual written agreement, release an Exclusive Right to Sell or Exclusive Agency Listing prior to the expiration of the agreement, the Listing Participant must change the status of the Listing to "released" in the MLS system within five (5) days of the release ratification.

Sellers do not have a unilateral right to require CVR MLS to remove a Listing from Active status without the Listing Participant's concurrence. However, when a Seller can document that his exclusive relationship with the Listing Participant has been terminated or released, CVR MLS shall remove the Listing from Active status at the request of the Seller.

Section 5.26 (Repealed 6/2019)

Section 5.27 Expiration, Extension, and Renewal of Listings

Any Listing filed with CVR MLS will automatically expire on the termination date specified in the Listing Agreement, unless renewed or extended by the Listing Participant and the new expiration date is entered in the MLS system prior to midnight of the original expiration date. Once the expiration date has past, only CVR MLS staff has the ability to change the expiration date.

 **Practice Note: Participants and Subscribers are no longer required to provide CVR MLS with the Sellers authorization to extend a listing at the time the listing expiration date is modified. However, documentation of such written authorization, signed by the Seller, is subject to audit and verification by CVR MLS. The same applies to releases and withdrawals.**

Section 5.28 Solicitation of Listings

Participants and Subscribers shall not solicit the owner of a property currently filed with CVR MLS if such listing is under a current exclusive listing with another real estate licensee or is in violation of any CVR MLS Rules and Regulations, the Regulations of the Virginia Real Estate board or the laws of the Commonwealth of Virginia.

Section 5.29 Listing Duplication

A. Participants and Subscribers shall not enter duplicates of active Listings. When a property has been previous listed with another Participant, the new Listing Participant and/or Subscriber shall verify that the previous Listing entry is no longer active prior to submitting the property data. Duplicate Listing Content entry under multiple property types is also prohibited, except

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as provided below.

B. A property may be entered as both a Rental and a For Sale listing. The Listing Agent will be responsible to maintain both listings accurately and in accordance with these Rules and Regulations. When one of the listings goes under contract, the other listing must be Temp Withdrawn within five (5) days. Once the listing has Closed, the other listing must be placed in a Released status within (7) days.

C. New Construction single family properties may be entered as both a lot/land and a Single Family listing. The Listing Agent will be responsible to maintain both listings accurately and in accordance with these Rules and Regulations. When one of the listings goes under contract, the other listing must be Temp Withdrawn within five (5) days. Once the listing has Closed, the other listing must be placed in a Released status within (7) days.



Practice Note: A property cannot be entered as a new listing in the MLS while a listing for the same property is in **Temp Withdrawn** status. Doing so will create a duplicate listing and may result in a compliance notice. The Temp Withdrawn listing will need to be released before a new listing for the same property can be entered.

Section 5.30 New Construction

New construction homes that are required to be entered into the CVR MLS Database under Section 5.2 must be entered under the appropriate property type, in accordance with the following:

A. The lot owner has executed a listing agreement with a CVR MLS Participant for the sale of the lot.

1. If the lot owner is not the builder, there must be a contractual agreement in place between the lot owner and a builder that grants the builder an interest in the lot.
2. If there is no contractual agreement in place between the lot owner and the builder, the listing does not qualify for MLS submission.

B. Listings under a Blanket or Master Agreement with the listing firm shall include an exhibit or addendum of the lots to be included under such agreement and identified accordingly (either by lot number, address, PID, if known.)

1. If all lots under a Blanket or Master Agreement will not be entered into the MLS within three (3) days of the ratification of the listing agreement, the Agreement should be submitted to CVR MLS as an Office Exclusive, as set forth in Section 5.9 of these Rules and Regulations.

C. The list price includes the price of the lot and the residential structure to be built.

D. Within seven (7) days of a ratified Purchase Agreement, the New Construction shall be entered into the MLS.

1. Pre-Sale/New Construction entries may use the ratification date on the Purchase Agreement as the List Date.
2. Listing information, including list price, may be changed up until the listing is closed in the MLS.

E. The listing agent shall complete all the required fields on the listing input form.

F. The first photo shall be an image of the model offered or an artist rendering. If the image is different from the actual model, disclosure must be made in the Public Remarks and Photo Description.

G. Days on Market (DOM) will not accrue for New Construction listings.

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Section 5.31 Auction Properties

All auction listings entered into the MLS must be subject to a valid listing agreement signed by the owner of the property. The listing must contain a list price as set forth in these Rules and Regulations and provide for agency pursuant to Virginia law during the time the listing is active in the MLS.

Note: A VA Auctioneers license is required to auction real property and publicly advertise the terms, conditions and other details of a real estate auction.

A. The following auction information must be included in the Remarks field:
   1. a statement identifying the listing as a property subject to auction;
   2. an explanation of the basis for the list price (tax assessment, appraisal, opening bid); and
   3. whether or not the seller will accept an offer to purchase prior to the scheduled auction.

B. The information referenced in items (1)-(8) below is prohibited in the Remarks field but may be entered in the Agent Only Remarks field:
   1. Any required procedures for Participants/Subscribers to register their representation of a potential bidder
   2. The date, time and place of the auction
   3. The terms and conditions of the auction
   4. Whether the auction is being conducted with or without the seller's reserve
   5. The time or manner in which potential bidders may inspect the listed property
   6. The amount of Buyer premium, if any
   7. Any other material rules or procedures for the auction
   8. Auction Company URL

C. When a property is no longer available for purchase prior to auction ("freeze" or "auction status") the listing must be placed in Temp Withdrawn or released status. In the event the auction is unsuccessful and there is still a valid listing agreement in place, the listing may be restored to active status.

Section 5.32 Co-Exclusive Listings

Co-Exclusive Listings may be entered into the MLS Database provided that the co-listing firm and agents are agents within the same firm, or an active Participant/Subscriber of a Data Share Partner MLS.

Only one (1) occurrence of the Listing shall be entered into the CVR MLS Database. The CVR MLS Participant/Subscriber who enters the Listing data will be solely accountable for the accuracy of the Listing content and compliance with these Rules and Regulations.

Co-listings with Participants and Subscribers who are not within the same firm and are not Participants/Subscribers in of one of the Data Share Partners are not eligible for MLS submission. Additionally, listings that are entered into CVR MLS may not reference an agent who is not a User of CVR MLS or a Data Share Partner.

Section 5.33 Re-Use of Listing Photos and Content

The copying or re-use of another Participant or Subscribers photo(s) and/or Listing content for any purpose is expressly prohibited unless written consent is obtained from the original Listing Participant/Subscriber

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Section 5.34 Septic Systems and Bedroom Count

For residential or rental listings served by a septic system, the total number of bedrooms entered in the MLS may not exceed the number reflected on the septic permit or tax record. If the tax record's bedroom count exceeds the number of bedrooms stated in the septic permit, the listing agent may use the tax record's bedroom count in the MLS listing but must disclose the discrepancy in the public remarks.

Section 5.35 HUD/Foreclosure Listings

Special instructions/limitations/restrictions for offer submittal must be disclosed in the "Agent Only Comments" field or uploaded as an attachment to the listing.

Section 5.36 Compliance Audits

CVR MLS Listings are randomly audited for compliance with these Rules and Regulations. The Participant representing a Listing selected for audit will receive a written request to submit a copy of the Listing agreement or other documentation. The requested agreement must be e-mailed, faxed or personally delivered to CVR MLS within three (3) days of the date of the request. Submitted Listing agreements are reviewed for accuracy and compliance with CVR MLS Rules and Regulations.

Section 5.37 Sold Non-MLS Listing

Listings that (a) do not qualify for submission into the MLS under these Rules and Regulations or (b) are not authorized by the Seller for MLS submission or (c) are sold outside of CVR MLS may be entered into the MLS system by the CVR MLS agent representing the buyer's side of the transaction after the transaction has closed. Listings must be entered promptly after closing but no later than January 31st of the subsequent calendar year.

Section 5.38 Non-filtering of Listings

CVR MLS Rules and Regulations strictly prohibit Participants and Subscribers from filtering out or restricting MLS listings that are communicated to customers or clients based the name of a brokerage or agent.

Section 5.39 – Written Buyer Broker Agreements Required

All MLS Participants working with a buyer must enter into a written agreement with the buyer prior to having a substantive conversation with the buyer <u>or</u> touring a home, whichever comes first.

Touring a home means when the buyer and/or the MLS Participant, or other agent, at the direction of the MLS Participant working with the buyer, enter the house. This includes when the MLS Participant or other agent, at the direction of the MLS Participant, working with the buyer enters the home to provide a live, virtual tour to a buyer not physically present.

A "home" means a residential property consisting of not less than one nor more than four residential dwelling units.

The written agreement must include:

1. a specific and conspicuous disclosure of the amount or rate of compensation the Participant will receive or how this amount will be determined, to the extent that the Participant will receive compensation from any source.

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2. the amount of compensation in a manner that is objectively ascertainable and not open-ended.
3. a term that prohibits the Participant from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer; and
4. a conspicuous statement that broker fees and commissions are not set by law and are fully negotiable.

ARTICLE 6: RESTRICTION OF COMPENSATION INFORMATION

Section 6.1 Compensation Notice

A. A broker's compensation and fees for services are not set by law and are fully negotiable.

B. A broker's compensation for services rendered to a seller or for services rendered to a buyer is solely a matter of negotiation between the broker and their client, and is not fixed, controlled, recommended, or maintained by any persons not a party to the brokerage service agreement.

C. The compensation paid by a listing broker to a cooperating broker in respect to any listing is established by the listing broker and is not fixed, controlled, recommended, or maintained by any persons other than the listing broker.

Section 6.2 No Compensation Offers in the MLS

A. CVR MLS does not accept or allow listings in the MLS containing an offer of compensation to other MLS Participants and Subscribers. Further, CVR MLS will not create, facilitate, or support any non-MLS mechanism (including by providing listing information to an internet aggregator's website for such purpose) for Participants, Subscribers, or sellers to make offers of compensation to buyer brokers or other buyer representatives.

B. Use of CVR MLS data or data feeds to directly or indirectly establish or maintain a platform of offers of compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and must result in the termination of that Participant's CVR MLS access to any MLS data and data feeds.

C. CVR MLS shall not have any rules requiring the listing broker to disclose the amount of total negotiated commission in his listing contract and shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a Participant. CVR MLS prohibits disclosing in any way the total commission negotiated between the seller and the listing broker, or total broker compensation (i.e. combined compensation to both listing brokers and buyer brokers).

Note 1: Multiple listing services must give Participants the ability to disclose to other Participants any potential for a short sale. As used in MLS rules, short sales are defined as a transaction where title transfers, where the sales price is insufficient to pay the total of all liens and costs of sale, and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local discretion, require Participants to disclose short sales when Participants know a transaction is a potential short sale.

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Section 6.3 Disclosure of Compensation in Brokerage Agreements

MLS Participants and Subscribers must:

A. Disclose to prospective sellers and buyers that broker compensation is not set by law and is fully negotiable. This must be included in conspicuous language as part of any listing agreement, buyer written agreement, and pre-closing disclosure documents (if any).

B. Conspicuously disclose in writing to sellers, and obtain the seller's authority, for any payments or offer of payment that the listing Participant or seller will make to another broker, agent, or other representative (e.g. real estate attorney) acting for buyers. This disclosure must include the amount or rate of any such payment and be made in writing in advance of any payment or agreement to pay.

ARTICLE 7: SHOWING AND SELLING PROPERTIES

Section 7.1 Showings and Negotiations

A. All dealings regarding exclusively listed properties or exclusively represented buyers/tenants must be conducted through the Listing Participant unless the Listing Participant consents otherwise or the client/customer initiates contact.

B. All showing appointments and negotiations with the Seller must be arranged through the Listing Participant unless:

1. The Listing Participant provides written authorization for direct contact, or;

2. If the cooperating Participant/Subscriber cannot reach the MLS-listed agent contact after reasonable effort, then they may contact the Firm's broker to arrange access or offer presentation.

C. All showings and showing requests must follow the instructions in the MLS listing.

1. Cooperating Participants/Subscribers may not contact the Seller or access a lockbox unless the listing explicitly authorizes direct contact or direct access (without prior appointment).

2. Access provided outside of the MLS listing instructions or without the listing agent's permission may constitute a violation under this Section 7.1.

Section 7.2 Presentation of Offers

The Listing Participant shall make arrangements with the Seller to present an offer as soon as possible or give the cooperating broker a satisfactory reason for not doing so.

Section 7.3 Submission of Subsequent Offers

The Listing Participant shall submit to the Seller all written and verbal offers (including offers received after a contract has been signed) until closing or lease ratification unless precluded by law, government rule, regulation, or as agreed otherwise in writing between the Seller and the Listing Participant/Subscriber. Unless the subsequent offer is contingent upon the termination of the existing contract, the Listing Participant shall recommend that the Seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

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Section 7.4 Counter Offers

Participants and Subscribers representing buyers or tenants shall submit to the buyer or tenant all offers and counter offers until acceptance and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract or lease has been terminated.

Section 7.5 Rights of Cooperating Participant

The Cooperating Participant has the right to participate in the presentation to the Seller of any offer he/she secures to purchase or lease. The Cooperating Participant does not have the right to be present at any discussion or evaluation of that offer by the Seller and the Listing Participant. However, if the Seller gives written instructions to the Listing Participant that the Cooperating Participant not be present when an offer the Cooperating Participant secured is presented, then the Cooperating Participant has the right to receive to receive a copy of the Seller's written instructions. Where the Cooperating Broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented. None of the foregoing diminishes the Listing Participant's right to control the establishment of appointments for such presentations.

Section 7.6 Right of Listing Participant in Presentation of Counter-Offer

The Listing Participant has the right to participate in the presentation of any counter-offer made by the Seller. The Listing Participant does not have the right to be present at any discussion or evaluation of a counter offer by the purchaser or Lessee. However, if the Purchaser or Lessee gives written instructions to the Cooperating Participant/Subscriber that the Listing Participant not be present when a counter-offer is presented, then the Listing Participant has a right to receive a copy of the Purchaser's or Lessee's written instructions. Upon the written request of the listing broker who submits a counter-offer to the Cooperating Broker, the Cooperating Broker shall provide, as soon as practical, a written affirmation to the listing broker stating that the counter-offer has been submitted to the purchaser/buyers/tenants, or a written notification that the purchaser/buyers/tenants have waived the obligation to have the counter-offer presented. None of this foregoing diminishes the Cooperating Participant's right to control the establishment of appointments for such presentations.

Section 7.7 Advertising – Moved to 4.9.4

Section 7.8 Sold/Contract Pending Signs

Prior to closing, the "Sold" or "Contract Pending" signs of the selling Participant may not be placed on a property, unless the Listing Participant authorizes the Cooperating Participant to post such a sign.

Section 7.9 Distribution of Tax Record Information

Participants/Subscribers are permitted to advertise public tax record information pertaining to closed transactions.

Section 7.10 Reporting Pending Sales

All ratified offers to purchase, exchange or lease must be reported to CVR MLS and the new Listing status change entered into the MLS Database. All transactions should be pended promptly, but not later than Five (5) days from contract, exchange or lease ratification. The Listing

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Participant should exercise discretion in revealing the sale or lease price prior to settlement. CVR MLS does not accept responsibility for the disclosure of such information.

If negotiations were carried on under Section 7.1 A or B of these Rules and Regulations, the Cooperating Participant shall report contract ratification to the Listing Participant within five (5) days after the occurrence and the Listing Participant/Subscriber shall report the pending status to the MLS within five (5) days of receiving notice from the cooperating broker.

Section 7.11 Repealed 8/12/11

Section 7.12 First Right of Refusal

Listings subject to a ratified contract containing a First Right of Refusal contingent upon the sale of real property may remain active in the MLS database. The contingency field must be completed and the details of the first right entered into agent only remarks within five (5) days of contract ratification. Once the First Right of Refusal contingency has been removed, the listing status must be updated to pending within five (5) days of the contingency removal.

Section 7.13 Reporting Cancellation of Pending Status

Listing Participant/Subscriber shall restore a Listings active status within five (5) days of the cancellation of any pending sale, exchange or lease. Cancellation of the pending status shall mean:

i. A written release of the purchase agreement, exchange contract or lease has been executed by all parties; or
ii. The purchase agreement, exchange contract or lease has been terminated as permitted by the terms of such document. The Listing shall only be returned to active status if a valid Listing Agreement is still in effect.

As used in this section, "terminated" shall mean:

i. A mutual termination, executed by all parties of the purchase agreement, exchange contract or lease
ii. A written notice of termination from one party to the other party as permitted under the terms and conditions of the purchase agreement, exchange contract or lease; or
iii. The expiration or automatic termination of the purchase agreement, exchange contract or lease as provided by an expiration date or other specified language that automatically terminates the purchase agreement, exchange contract or lease without necessity of notice by either party.

A listing may not be returned to an active status until the pending sale, exchange or lease has been released and/or terminated and all necessary parties have signed the appropriate documentation, if applicable. CVR MLS reserves the right to request copies of relevant documentation to confirm listing status.

Practice Note: Listing Participants/Subscribers may return a listing to active status ONLY after a release has been executed by the purchaser and seller or the contract has been legally terminated and no longer in effect. Sellers have no authority to request or demand that a listing be returned to active status in the MLS. Properties subject to a valid purchase offer must remain in Pended status until one of the aforementioned actions occurs.

Section 7.14 Reporting Sales to the Service

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When a sale or exchange has closed or a lease has been signed, the Listing Participant shall change the Listing status to sold/leased in the MLS Database within seven (7) days of settlement or lease.

If negotiations were carried on under Section 7.1 A or B of these Rules and Regulations, the Cooperating Participant shall report settlement to the Listing Participant within seven (7) days after occurrence and the Listing Participant/Subscriber shall report them to the MLS within seven (7) days of receiving notice from the cooperating broker.

Section 7.15 Reporting Refusal to Sell

If any Seller refuses to accept a written offer satisfying the terms and conditions stated in the Listing Agreement, such fact shall be reported in writing to CVR MLS within three (3) days of such refusal. CVR MLS will disseminate the information to all Participant's/Subscriber's.

> **Practice Note: Sellers cannot be required to accept an offer to purchase. However, all listings must contain a valid listing price authorized by the Seller in a listing agreement between the Seller and the Listing Participant.**

ARTICLE 8: SERVICE SUBSCRIPTIONS, FEES AND CHARGES

Eligible Participants, as defined in Article 2 of these Rules and Regulations may apply for CVR MLS services, subject to the payment of all applicable fees and charges. Licensees affiliated with a CVR MLS Participant broker may, but are not required to, subscribe for MLS services.

Section 8.1 Application Fees

Application fees for new user and new firm accounts shall be required in accordance with CVR MLS's Policies and Procedures. Additionally, Application Fees are required upon termination of a CVR MLS account.

Section 8.2 Quarterly Fee

Quarterly service fees are assessed, in advance, for each Participant, Subscriber and Administrative User access subscription. Service fees are due upon posting to the User's online account. If service fees are not paid by 5:00 PM on the last day of the month in which the fees are posted, User service access will be suspended and a late fee will be applicable. Extended non-payment of quarterly fees shall result in the termination of the account in accordance with CVR MLS Policy.

Section 8.3 Re-Application Fee (see Application Fees)

Section 8.4 Additional Fees

Other fees and charges for CVR MLS access and services may apply. Fees and charges are established by the CVR MLS Board of Directors and published in the CVR MLS Schedule of Fees and Charges.

Section 8.5 Fee Increases

Service fees may be increased from time-to-time at the sole discretion of the CVR MLS Board of Directors.

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Section 8.6 Voluntary Service Termination.

A Participant's or Subscriber's voluntary termination of CVR MLS access shall become effective when written notice is received by CVR MLS.

Section 8.7 Unpaid Fines

If a Participant or Subscribers MLS access is terminated (whether voluntary or involuntary) and there are outstanding fines owed by the Participant or Subscriber, all fines must be paid in full before an application to restore MLS access will be processed.

Section 8.8 Listings of Terminated Subscribers

If a Subscriber's CVR MLS service access is terminated for failure to pay applicable fees, fines or charges and the Subscriber has active Listings in the system, the Participant holding the terminated Subscribers license shall designate a new Subscriber for the active Listings within ten (10) days of notification of termination of the Subscriber service. In the event the Principal Broker Participant does not designate a new Subscriber, the active Listings will be placed in the name of the Participant.

Section 8.9 Listings of Terminated Participants

If a Participant has been terminated from CVR MLS for failure to pay appropriate dues, fees, fines or charges, CVR MLS is not obligated to provide MLS services, including continued inclusion of the Terminated Participant's Listings in the MLS compilation of current Listing information. Prior to any removal of a Terminated Participant's Listings from the MLS, the terminated Participant will receive ten (10) days written notice of the intended removal so that the terminated Participant may advise his clients.

In the event a Participant services are terminated, access for all access for Subscribers affiliated with the terminated Participant will be terminated.

Section 8.10 Listings of Suspended Participants

When a CVR MLS Participant is suspended from CVR MLS for failing to abide by the CVR MLS Rules and Regulations or any CVR MLS policy, or other obligations required under the CVR MLS subscription except failure to pay appropriate dues, fees, or charges, all Listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in the service until sold, withdrawn or expired, and shall not be renewed or extended by CVR MLS beyond the termination date of the Listing agreement in effect when the suspension became effective. Participants whose MLS access is suspended are not entitled to refund or credit of service fees for the period of time they do not have access to the CVR MLS system.

Section 8.11 Listings of Suspended Subscribers

When a CVR MLS Subscriber is suspended from CVR MLS for failure to abide by the CVR MLS Rules and Regulations or any CVR MLS policy, or other CVR MLS subscription obligation except failure to pay appropriate dues, fees, or charges, the affiliated Principal Broker/Participant shall receive ten (10) days notice to designate an active Subscriber as the Listing agent for all listings in the name of the Suspended Subscriber. In the event the Principal Broker/Participant does not designate a new Subscriber, the active Listings will be placed in the name of the Participant. Subscribers whose MLS access is suspended are not entitled to refund or credit of service fees for the period of time they do not have access to the CVR MLS system.

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Section 8.12 Listings of Expelled Participants

When a CVR MLS Participant is expelled from the MLS for failing to abide by the CVR MLS Rules and Regulations or any CVR MLS policy, or a CVR MLS subscription requirement, all Listings currently filed with the MLS by the expelled Participant and their Subscribers shall, MLS be removed from the MLS ten (10) days following written notice to the Participant of the intended removal date.

ARTICLE 9: COMPLIANCE AND ENFORCEMENT PROCEDURES

CVR MLS shall give consideration to all written complaints having to do with violations of the Rules and Regulations. By becoming and remaining a Participant, each Participant agrees to be subject to these Rules and Regulations, the enforcement of which are at the sole discretion of the CVR MLS Board of Directors.

Section 9.1 Deleted May, 2014

Section 9.2 Violation Reporting

Violations of CVR MLS Rules and Regulations are discovered in several ways. Regular audits are performed by CVR MLS staff, but peer review also plays an important part in identifying inconsistencies and non-compliance. Participants and Subscribers may report alleged violations by using the Report a Listing function in The MLS or contacting the MLS Compliance Department at compliance@cvrmls.com or (804) 422-5004.

Section 9.3 Authority to Impose Sanctions

By becoming and remaining a Participant or Subscribers in CVR MLS, each Participant and Subscriber agrees to be subject to the Rules and Regulations and any other CVR MLS governance provision. CVR MLS may, through the administrative and hearing procedures established in these Rules and Regulations, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may consist of one or more of the following:

a. letter of warning
b. letter of reprimand
c. attendance at MLS orientation or other appropriate courses or seminars which the Participant or Subscribers can reasonably attend taking into consideration cost, location, and duration
d. appropriate, reasonable fine not to exceed $15,000
e. probation for a stated period of time not less than thirty (30) days nor more than one (1) year
f. suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
g. termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

Note 1: A Participant (or user/Subscribers, where appropriate) can be placed on probation. Probation is not a form of discipline. When a Participant (or user/Subscribers, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary

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status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. (Revised 05/14)

Note 2: MLS Participants and Subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by Participants and Subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a Subscribers to the Subscribers's Participant and the Participant is required to attend the hearing of a Subscribers who has received more than three (3) administrative sanctions within a calendar year. (Adopted 11/20)

Section 9.4 Notice of Violation

If CVR MLS staff determines that a violation of the Rules and Regulations has occurred a Notice of Violation will be emailed to both the Participant and Subscriber. The notice will specify the violation and indicate that the violation recipient has five (5) days correct the violation or submit documentation that the finding of violation is incorrect. Violations of MLS rules that are time sensitive, including but not limited to listing entry and status updates are not correctable and will be subject to appropriate fines provided herein.

CVR MLS distributes all violation and fine notices via e-mail. All Participants and Subscribers are required to provide CVR MLS with a valid contact email address. Not having an e-mail address or having an incorrect email address on file with CVR MLS does not excuse a Participant or Subscriber from their responsibility to pay assessed MLS fines or respond to notices within the specified time periods.

Section 9.5 Multiple Violations

If, within a calendar year, a Participant or Subscriber receives more than three (3) Notice of Fine notifications, as described in Section 9.6, they will be required to appear at a hearing before a CVR MLS Compliance Panel for a disciplinary conclusion for each subsequent fine incident. The MLS Compliance Panel may impose additional discipline and sanctions in accordance with these Rules and Regulations. Additionally, a Subscriber must appear at each hearing with their Participant broker or any supervising broker of record.

Each hearing shall be subject to the administrative fee set forth in Section 9.7 in addition to any violation fine.

Section 9.6 Notice of Fine

If the revision to a correctable violation is made pursuant to the instructions in the Notice of Violation within the Grace Period of the Notice, or if satisfactory evidence refuting the alleged violation is submitted to CVR MLS staff within the Grace Period provided in the Notice of Violation, the violation will be dismissed.

If the Participant or Subscriber fails to correct the violation(s) within the Grace Period or submit satisfactory evidence refuting the alleged violation, A "Notice of Fine" will be e-mailed to both the Participant and Subscriber. The violation must be corrected and the fine paid within five (5) days from the date of the Fine Notice, unless the Respondent files a request for a review hearing before a CVR MLS Compliance Panel or the Subscriber or Participant has incurred Multiple Violations, as defined in Section 9.5.

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If the Participant or Subscriber fails to pay an assessed fine or to request a hearing within five (5) days of the Notice of Fine, the Participant or Subscriber will be suspended from CVR MLS and the Lockbox System until the violation has been corrected and the fine has been paid.

Repeated violations of CVR MLS Rules and Regulations may result in other fines or discipline, as applicable. (See Section 9.5 Multiple Violations).

9.6.1 – MLS Fine Waiver

MLS fine waivers may be earned through the completion of an approved Road Rules class and may be applied to a single MLS violation up to $250. MLS fine waivers expire one year from the date of the class in which the wavier was earned. MLS fine waivers must be earned prior to violation notice. You may only have one MLS fine waiver on file. The fine credit does not apply to lockbox, password sharing and MLS security violations.

Section 9.7 Violation Review Hearings

Violation review hearings will be conducted in accordance with the procedures outlined in this Section 9.7. If a User receives a Notice of Fine for a violation under these Rules and Regulations and desires to dispute the violation or the sanction imposed by the Notice of Fine, the User may submit a written request for a review hearing (the "Hearing Request") within five (5) days of the date of the Notice of Fine. The Hearing Request must include a copy of the Notice of Fine, the reason for disputing the violation and/or fine and any relevant supporting documentation. If the User fails to file a complete and/or timely Hearing Request within the 5 day period, then their right to dispute the Notice of Fine shall be deemed waived (including any appeal), and the violation(s) and penalty(ies) shall be final as set forth in the Notice of Fine.

A violation review hearing shall also be held upon the occurrence of multiple violations of these Rules and Regulations by a User as described in Section 9.5.

The CVR MLS Compliance Panel shall schedule a review hearing within thirty (30) days, or as soon as practical thereafter, from receipt of the Hearing Request or upon referral from CVR MLS of a multiple violation occurrence as described in Section 9.5. The hearing panel shall consist of three (3) members of the CVR MLS Compliance Panel consisting of a chair and two other members appointed by the Chair of the CVR MLS Committee, but no member of the hearing panel shall be in the same real estate firm as the User. If the User has any additional supporting documentation, the User must submit such documentation to CVR MLS at least five (5) days prior to any scheduled hearing. Unless good cause is shown as determined by the hearing panel, no evidence not previously submitted to CVR MLS at least five (5) days prior to any scheduled hearing may be presented at the hearing.

At the hearing, a CVR MLS staff member will present evidence and witnesses, if applicable, to the violation(s) by the User and any penalty imposed by CVR MLS. The User will be given an opportunity to ask relevant questions for purposes of clarification of the evidence presented but no witness shall be subject to cross-examination which is outside the scope of relevant testimony as determined by the hearing panel.

Following the conclusion of the CVR MLS staff member's presentation, the User may testify, present witnesses and offer their relevant supporting documentation. Only members of the hearing panel may ask questions of the User and their witnesses.

At the conclusion of evidentiary portion of the hearing, the CVR MLS staff member, the User and any witnesses will be dismissed from the hearing, and the hearing panel will go into executive session to render a written decision. The decision shall be signed by all members of the hearing panel and shall state the following: the finding(s) of whether or not violation(s) of these Rules and Regulations

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occurred, and the penalty(ies) imposed for any violation(s), which penalties shall be in conformity with the CVR MLS Fine Chart. The written decision shall be transmitted to the User within ten (10) days of the hearing date.
If a Notice of Fine originates from a complaint submitted by a Participant, Subscriber or member of the general public, and the complainant requests that their identity be held in confidence, then CVR MLS will process the complaint without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing and the complainant does not consent to participating in the hearing, then CVR MLS may nevertheless proceed with the complaint.

An appeal of the hearing panel's decision can be filed by the User pursuant to Section 9.8.

A $250 administrative fee will be assessed if violations, which are the subject of the hearing are determined to be substantiated by a hearing panel and/or the CVR MLS Board of Directors.

Section 9.8 Appeals

If an MLS Participant or Subscriber found in violation of the CVR MLS Rules and Regulations wishes to appeal a hearing panel decision, they may do so by submitting a request for an appeal to the CVR MLS Board of Directors within ten (10) days of the date of the hearing panel's decision. The decision of the CVR MLS Board of Directors shall be final. An administrative fee of $250 must accompany all appeal requests. If the CVR MLS Board of Directors reverses the hearing panels decision the administrative fee of $250 and original hearing fee shall be refunded.

Section 9.9 Lockbox Key Violations

Article 12 of the Rules and Regulations sets out the fines, penalties and procedures for violations of Lockbox security and Keyholder conduct. Lockbox security and Key violations are not considered correctable violations and are subject to immediate fines.

Section 9.10 Breach or Threatened Breach

In the event of a breach or threatened breach by a Participant or Subscriber of any provision of these Rules and Regulations, CVR MLS shall be entitled to an injunction restraining the Participant and/or Subscriber from continuing with such breach or prohibiting the threatened breach. Nothing herein shall be construed as prohibiting CVR MLS from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of monetary damages from the Participant and/or Subscriber. If an injunction, remedy, finding, judgment or award is granted to CVR MLS against a Participant and/or Subscriber, such Participant and/or Subscriber shall be liable for all of CVR MLS attorney's fees, court costs and expert witness expenses.

ARTICLE 10: VIRTUAL OFFICE WEBSITE "VOW" POLICIES

Section 10.1 VOW Defined

(a) A Virtual Office Website ("VOW") is a Participant's Internet website, or a feature of a Participant's website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant's oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant's consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant's oversight, supervision, and accountability.

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(b) As used in the section of these Rules, the term "Participant" includes a Participant's affiliated non-principal brokers and sales licensees – except when the term is used in the phrases "Participant's consent" and "Participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or through a Data Consumer ~~by an Affiliated VOW Partner ("AVP")~~ on behalf of a Participant.

(c) "~~Affiliated VOW Partner~~Data Consumer" ~~("AVP")~~ refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant's supervision, accountability and compliance with the VOW Policy. No ~~AVP~~ Data Consumer has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No ~~Avp~~Data Consumer has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by a~~n~~ ~~AVP~~Data Consumer to MLS Listing Information is derivative of the rights of the Participant on whose behalf the ~~AVP~~Data Consumer operates a VOW.

(d) As used in this section, the term "MLS Listing Information" refers to active Listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

Section 10.2 MLS Listing Display

The right of a Participant's VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

Subject to the provisions of the VOW Policy and these Rules, a Participant's VOW, including any VOW operated on behalf of a Participant by a~~n~~ ~~AVP~~Data Consumer, may provide other features, information, or functions, e.g. Internet Data Exchange ("IDX").

Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other MLS Participants whose Listings will be displayed on the Participant's VOW.

CVR MLS prohibits the electronic display of other Participants and Subscribers listings outside the context of the Internet Data Exchange (IDX) and Virtual Office Website (VOW) policies and rules.

Section 10.3 Retrieval of Data

(a) Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:

i. The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

ii. The Participant must obtain the name of and a valid email address for each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to

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the Terms of Use.

iii. The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.

(b) The Participant must assure that each Registrant's password expires on a certain date but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password.

(c) If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

(d) The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a "Terms of Use" provision that provides at least the following:

i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant
ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
iv. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;
v. That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.

(e) The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.

(f) The terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' Listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

Section 10.4 Contact Information Requirement

A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can

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contact the Participant to ask questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

Section 10.5 MLS Listing Information Security

A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

Section 10.6 Internet and Address Display

A Participant's VOW shall not display Listings or property addresses of any Seller who has affirmatively directed the Listing broker to withhold the Seller's Listing or property address from display on the Internet. The Listing broker shall communicate to the MLS that the Seller has elected not to permit display of the Listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the Listings of Sellers who have determined not to have the Listing for their property displayed on the Internet.

A Participant who lists a property for a Seller who has elected not to have the property Listing or the property address displayed on the Internet shall cause the Seller to execute a document that includes the following (or a substantially similar) provision:

> **Seller Opt-Out Form**
> **Please check either Option a or Option b**
> **a. [ ] I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet. OR**
> **b. [ ] I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.**
> **I understand and acknowledge that, if I have selected option a, consumers who conduct searches for Listings on the Internet will not see information about the listed property in response to their search.**
> **_____Initials of Seller**

The Participant shall retain such forms for at least one year from the date they are signed, or one year from the date the Listing goes off the market, whichever is greater.

Section 10.7 Comments and AVMs

(a) Subject to subsection (b), a Participant's VOW may allow third-parties:

i. to write comments or reviews about particular Listings or display a hyperlink to such comments or reviews in immediate conjunction with particular Listings, or
ii. display an automated estimate of the market value of the Listing (or hyperlink to such estimate) in immediate conjunction with the Listing.

(b) Notwithstanding the foregoing, at the request of a Seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any Listing of the Seller. The Listing broker or agent shall communicate to the MLS that the Seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing, a Participant's VOW may communicate the Participant's professional

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judgment concerning any Listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the Seller."

Section 10.8 Responsibility to Maintain Accurate Information

A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the Listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the Listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

Section 10.9 Requirement to Refresh MLS Listing Information

A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

Section 10.10 Limitation of Use

Except as provided in these Rules and Regulations, or any other applicable MLS policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

Use of CVR MLS data or data feeds to directly or indirectly establish or maintain a platform to make offers of compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and may result in the termination of access to the CVR MLS data feed.

Section 10.11 Privacy Policy

A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

Section 10.12 Criteria for Excluding Listings

A Participant's VOW may exclude Listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, or type of property. ,

Section 10.13 MLS Notification Requirement

A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

Section 10.14 Participant Accountability

A Participant may operate more than one VOW himself or herself or through a~~n~~ ~~AVP~~Data Consumer. A Participant who operates his or her own VOW may contract with a~~n~~ ~~AVP~~Data Consumer to have the ~~AVP~~Data Consumer operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by a~~n~~ ~~AVP~~Data Consumer is subject to the supervision and accountability of the Participant.

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Section 10.15 Restricted Information

A Participant's VOW may not make available for search by, or display to Registrants any of the following information:

a. Expired and withdrawn listings.
b. The type of Listing agreement, i.e., exclusive right to sell or exclusive agency.
c. The Seller's and occupant's name(s), phone number(s), or e-mail address(es).
d. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.

Section 10.16 Manipulation of MLS Listing Information

A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS Listing Information with additional information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS Listing Information on VOWs or the display on VOWs of fewer than all of the Listings or fewer than all of the authorized information fields.

Section 10.17 Disclaimer Requirement

A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS Listing Information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

Section 10.18 Co-Branding of MLS Information

A Participant may display advertising and the identification of other entities ("co-branding') on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co- branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the ~~AVP~~Data Consumer and larger than that of any third party.

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Section 10.19 Information from Other Sources

A Participant shall cause any Listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the Listing.

Section 10.20 License Agreement Required

Participants and the ~~AVP~~Data Consumers operating VOWs on their behalf must execute the license agreement required by the MLS.

ARTICLE 11: INTERNET DATA EXCHANGE (IDX) POLICY

IDX affords MLS Participants the ability to authorize limited electronic display of their listings by other Participants and delivery of their listings by other Participants via the following authorized mediums under the Participant's control: websites, mobile apps, and audio devices, or other approved use cases established under an appropriate data license agreement with CVR MLS. As used throughout these rules, "display" includes "delivery" of such listings.

Section 11.1 Display Authorization

Participants' consent for display of their active listings by other Participants pursuant to these Rules and Regulations is presumed unless a Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not download, frame or display the aggregated MLS data of other Participants. Even where Participants have given blanket authority for other Participants to display their listings on IDX sites, such consent may be withdrawn on a Listing-by-Listing basis where the Seller has prohibited all Internet display or other electronic forms of display or distribution.

CVR MLS prohibits the electronic display of other Participants and Subscribers listings outside the context of the Internet Data Exchange (IDX), ~~and~~ Virtual Office Website (VOW) policies, ~~and~~ rules or other approved use cases established in a data license agreement with CVR MLS..

Section 11.2 Participation

Participation in IDX is available to all Participants who are engaged in real estate brokerage and who consent to display of their Listings by other Participants.

Section 11.2.1 IDX Site Accessibility

Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable Rules and Regulations. Upon receipt of a written request from a Participant, in a form acceptable to CVR MLS, CVR MLS will grant to the Participant, a non-principal broker or sales licensee affiliated with the MLS Participant, or a ~~Technology Provider~~Data Consumer for an IDX Participant, a license to display the IDX Listings subject to these Rules and Regulations, and the terms of any applicable license agreement. CVR MLS has no obligation to grant a license to an IDX Participant or Participants ~~Technology Provider~~Data Consumer who does not enter into a license agreement acceptable to CVR MLS. Any IDX Participant using a ~~third party~~third-party ~~Technology Provider~~Data Consumer to maintain their IDX display web site must enter into a written license agreement with CVR MLS and the ~~Technology Provider~~Data Consumer in a form approved by CVR MLS.

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Section 11.2.2 Use of IDX Listings

Participants may not use IDX provided Listings for any purpose other than display as provided for in these rules, or under approved use cases established in a data license agreement with CVR MLS. ~~.~~ This does not require Participants to prevent indexing of IDX listings by recognized search engines.

Section 11.2.3 Internet and Address Display

Listings including property addresses can be included in IDX displays except where a Seller has directed their Listing brokers to withhold their Listing or the listing's property address from all display on the Internet including, but not limited to, publicly accessible web sites, ~~or~~ VOW's or other publicly available mediums permitted under these rules or within an approved use case established in a data license with CVR MLS.

Section 11.2.4 Criteria for Excluding Listings

Participating Brokers may select the Listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location, list price, type of property, (e.g., condominiums, cooperatives, single-family detached, multi-family) , or, type of Listing (e.g., exclusive right-to-sell or exclusive agency)., Selection of Listings displayed through IDX must be independently made by each Participant.

Section 11.2.5 Requirement to Refresh IDX Listing Information

IDX Participants must update Listing Data and ~~refresh all MLS downloads~~ and IDX displays ~~automatically fed by those downloads~~ at least once every twelve (12) hours.

Section 11.2.6 Unauthorized Distribution

~~Except as provided in IDX policy and these rules, an IDX site or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide or make any portion of the MLS database available to any person or entity.~~ Unless expressly permitted by the IDX Policy, these Rules, or through an approved use case established under a data license agreement with CVR MLS, an IDX user may not provide any person or entity with access to, or distribute any portion of, the MLS database.

Section 11.2.7 Disclosure of Brokerage Firm

Any IDX or public display of CVR MLS Listing Data controlled by a Participant or Subscriber must identify the name of the brokerage firm under which the IDX Participant operates in a readily visible color and typeface. For purposes of the IDX policy and these rules, "control" means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules.

Section 11.2.8 Comments and Automated Valuation Models (AVM)

Any IDX public display controlled by a Participant or Subscriber that:

a. allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or

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both of these features disabled or discontinued on all Participants' websites.

Except for the foregoing and subject to Section 11.2.9, a Participant's IDX site may communicate the Participant's professional judgment concerning any listing. Nothing shall prevent an IDX site from notifying its customers that a particular feature has been disabled at the request of the seller.

Section 11.2.9 Contact Information Requirement

Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, Participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

Section 11.3 Display

Display of listing information pursuant to IDX is subject to the following rules:

Section 11.3.1 Restricted Content

CVR MLS reserves the right to determine the data fields, property status, and Listing types that may be displayed on the IDX Participant's web site and their IDX Agent's web site, and other publicly accessible web sites.

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited.

The following fields or listing information may not be displayed:

a. Confidential fields intended only for other MLS Participants and users (e.g. showing instructions, property security information, showing instructions and fields intended for cooperating brokers only).
b. Display of seller's(s') and/or occupant's(s') name, phone number and email.
c. The type of listing agreement, i.e exclusive right to sell or exclusive agency.
d. Expired and withdrawn listings.

Section 11.3.2 Manipulation of Listing Content

Participants shall not modify or manipulate information relating to other Participants listings. MLS Participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.Rev.3/16

Section 11.3.3 Listing Firm Identification

All listings displayed pursuant to IDX shall identify the listing firm and the email or phone number provided by the listing Participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g. thumbnails, text messages, tweets, etc. of 200

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characters or less are exempt from this requirement but only when linked directly to a display that includes all of the required disclosures.

Section 11.3.4 Subscriber IDX Display

Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through IDX on their web sites subject to their Participants content and control and the requirements of state law and regulation.

A Subscriber affiliated with an IDX Participant may display IDX Listings on their web sites subject to these additional terms and conditions:

If a Subscriber affiliated with an IDX Participant wishes to access to the IDX program, they must have the written permission of the IDX Participant, in a form acceptable to CVR MLS.

The Subscriber affiliated with an IDX Participant (A) may, if the IDX Participant has an IDX display web site, frame without manipulation the IDX Listings portion of the IDX Participant's web site, or (B) if the IDX Participant does not have an IDX Listings web site the Subscriber may frame without manipulation the IDX Listing display web site maintained by CVR MLS, or (C) with the Participant's permission the Subscriber may frame without manipulation the IDX Listing display web site maintained by CVR MLS even if the Participant has an IDX web site, or (D) the Subscriber may display IDX Listings on a web page designed by a ~~Technology Provider~~Data Consumer on behalf of the Subscribers IDX Participant for use by all Subscribers affiliated with the respective IDX Participant.

Section 11.3.5 Required Disclaimers

Information Source Acknowledgment

All listings displayed pursuant to IDX shall show the MLS as the source of the information. Any IDX display controlled by a Participant or Subscriber must include in a readily visible color and typeface not smaller than the median used in the display of IDX Listings the following:

All or a portion of the Listing Content is provided by the Central Virginia Regional MLS, LLC, from a copyrighted compilation of Listings. All CVR MLS information provided is deemed reliable but is not guaranteed accurate. The compilation of Listings and each individual Listing are ©[insert current year here] Central Virginia Regional MLS, LLC. All rights reserved.

Section 11.3.6 Restriction of Use

Participants and affiliated Subscribers (if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect Participants and/or the MLS from liability. Displays of minimal information (e.g. thumbnails, text messages, tweets, etc. of 200 characters or less are exempt from this requirement but only when linked directly to a display that includes all of the required disclosures.

Use of CVR MLS data or data feeds to directly or indirectly establish or maintain a platform to make offers of compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and may result in the termination of access to the CVR MLS

data feed.

ARTICLE 12: SENTRILOCK® LOCKBOX SERVICES AUTHORIZED USER RULES

Active CVR MLS Listings where lockbox service is requested and authorized by a Seller must have a CVR MLS approved lockbox. This rule does not require the use of a lockbox nor preclude the use of additional lockboxes authorized by the Seller, including combination boxes and lockboxes from other MLS's or Associations.

If an active listing indicates Lockbox Call Agent, Lockbox Call Owner or Lockbox Go Direct or Lockbox Call Tenant the serial number of a CVR MLS approved lockbox must be entered into the LB Serial # field in the MLS, within 3 days of the MLS listing entry date.

Note: Lockbox serial numbers must be the actual number of the box in the listing. Violation of this rule including failure to enter the lockbox serial number or entry of an invalid or duplicate lockbox serial number will result in a $250 fine.

If a contractor lockbox is installed on a listing in addition to a CVR MLS approved lockbox, the presence and location of the contractor box may be entered in Agent Only Comments and/or Showing Instruction fields. However, combination codes for contractor lockboxes may not be entered in any field within the MLS system.

CVR MLS approved lockbox use is not required for Rental or Commercial Listings..

Section 12.1 Definitions

A. **Lockbox System** is the SentriLock® Real Estate Platform and includes, but is not limited to, the Lockbox, SentriKey® and SentriConnect®.
B. **Lockbox** is the Bluetooth® Lockbox supported by the Lockbox System.
C. **Authorized User** or **User** is a real estate licensee or licensed appraiser who subscribes to the Lockbox System and executes an Authorized User Agreement with CVR MLS.
D. **SentriKey®** is the mobile application that allows Authorized Users to perform lockbox and Lockbox System functions from compatible mobile devices.
E. **SentriConnect®** is a managed access system that allows an Authorized User to grant time-limited access to a Lockbox.
F. Participant - Participant as defined under Article 3, Section 3.1 of the CVR MLS Rules and Regulations.
G. **CVR MLS** is the Central Virginia Regional Multiple Listing Service.
H. **Person** is an individual or an entity.
I. **Property Key** means the property key or property access codes or credentials used to access the property.
J. **One Day Code – an access code generated through SentriKey and with the permission of the seller to grant lockbox access.**

Section 12.2 SentriLock Lockbox Services

CVR MLS will supply SentriLock Bluetooth® Lockbox and administer Authorized User Agreements to Participants and Subscribers of CVR MLS.

Section 12.2.1 Lockbox Ownership

Lockboxes borrowed by the Authorized User from CVR MLS are the property of CVR MLS. CVR MLS provides the use of the Lockbox to the Authorized User under the terms set forth

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in these Rules and under the Authorized User Agreement. Lockboxes are registered to Authorized Users through the Lockbox System with permission from CVR MLS. When Lockbox possession of any CVR MLS owned Lockbox is transferred between Participants and/or Subscribers, the Lockbox Authorized User must notify CVR MLS or SentriLock Support of the change in possession. The registered user of the Lockbox as reflected in the Lockbox System will be responsible for the lockbox and its return to CVR MLS, as necessary. See Section 12.2.13 for Lockbox returns and transfers.

Section 12.2.2 Authorization to Use

Authorized User may use the Lockbox System in connection with the Authorized User's normal and customary activities, while acting as a real estate agent or appraiser on the terms and conditions set forth herein and under the Authorized User Agreement. Authorized User is responsible for all duties, responsibilities and obligations consistent with the Lockbox system, including responsibility for the care and location of any lockboxes assigned to them.

Section 12.2.3 Use Restrictions

Authorized User shall use the Lockbox System only for the purposes of gaining approved authorized entry into real property on which a SentriLock Lockbox has been installed. Use of the Lockbox System to gain entry to a property for any purpose other than the exercise of authority or responsibility derived from the agency, sub-agency, or other legally recognized brokerage relationship granted by the owner in the Listing agreement, listing Cooperation by agents (as defined in these rules), or from an appraisal relationship with the owner or contract buyer, is specifically prohibited. Utilization of information derived from viewing properties shall not be used or conveyed to anyone for any purpose other than to facilitate the sale or lease of real property.

Practice Note: An Authorized User's showing permission does not automatically transfer to a teammate or other agent. If the showing appointment is scheduled in your name and another agent – including a teammate – will be attending the showing appointment instead of you, you must notify the listing agent of such substitution.

Section 12.2.4 Refusal to Issue Lockbox Services and Other Actions

A. In order to maintain the security and integrity of the Lockbox System, CVR MLS may, at its discretion:
   1. refuse to execute an Authorized User Agreement with any person
   2. terminate or suspend the Authorized User's use of the Lockbox System
   3. refuse to provide Lockboxes to an Authorized User
   4. subject the Authorized User such fines and other penalties as determined by applicable bylaws, Rules & Regulations and policies of CVR MLS, as a result of any one or more of the following events:
      i. Termination of Authorized User's affiliation with an eligible Participant
      ii. Failure of Authorized User to pay all fees set forth in this document or other fees assessed against Authorized User pursuant to the CVR MLS Rules & Regulations, and policies
      iii. Failure of Authorized User to comply with any of the terms and conditions set forth in the Authorized User Agreement and all Rules herein, including but not limited to, the provisions for security in Section 12.2.5, 12.2.6 and the CVR MLS Bylaws, Rules & Regulations and other applicable policies; or
      iv. If Authorized User or Participant is convicted of any felony or a misdemeanor relating to the real estate business or poses a potential risk to clients, customers, or other real estate professionals.

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B. CVR MLS may summarily suspend an Authorized User's use of the Lockbox System if Authorized User or Participant is arrested for any felony or a misdemeanor relating to the real estate business or poses a potential risk to clients, customers, or other real estate professionals. In the exercising of this right, CVR MLS shall afford such due process as it deems in its discretion, fair and feasible in light of the circumstances. CVR MLS shall seek to minimize any period of suspension prior to an opportunity for a hearing on the issue of whether the Authorized User engaged in the conduct for which Authorized User was arrested and whether such conduct relates to the real estate business or poses a potential risk to clients, customers or other real estate professionals.

C. CVR MLS may consider the following factors, along with any other relevant information, in determining any action taken with respect to items **A**. and **B.** above:
   1. the nature and seriousness of the crime
   2. the relationship of the crime to the purposes for limiting Lockbox access the extent to which access (or continued access) to Lockboxes might afford opportunities to engage in criminal activity
   3. the extent and nature of any prior convictions
   4. the time since criminal activity was engaged in
   5. evidence of rehabilitation while incarcerated or following release; and
   6. Evidence of present fitness to hold Lockbox Services.

Section 12.2.5 Security of Lockbox and Property Key

Any access to a Lockbox must be granted by the Authorized User through the Lockbox System. Additionally, Authorized User agrees:

A. Not to disclose any personal security or access code pertaining to the Lockbox or Lockbox system to any other person.
B. Not to share the Property Key to any person for any purpose whatsoever or to permit the Property Key to be used for any purpose by any other person;
C. Not to duplicate the Property Key or allow any other person to do so;
D. Not to allow anyone who has been admitted to the property by Authorized User to remain in the property after the Authorized User has left the property without the consent of the property owners;
E. To return the Property Key to the Lockbox when leaving the property;
F. Prior to leaving the property, close and lock any windows or doors opened or unlocked by the Authorized User or by anyone admitted by the Authorized User and follow all additional security procedures as specified by CVR MLS, from time to time.

Section 12.2.6 – Lockbox Access to Non-CVR MLS Agents

CVR MLS has approved reciprocity with other Associations and MLSs who use a SentriLock Lockbox system. Such reciprocity allows non-CVR MLS agents access to listed properties of CVR MLS Participants and Subscribers through the SentriKey app.

A. Active, licensed, real estate agents that are not members of CVR MLS or an Association or MLS providing reciprocity may be allowed access to the Lockbox through the SentriConnect app or a One Day Code for showing of the property in accordance with Section 12.2.3 of these Rules.
B. Outside of licensed real estate agents gaining access, Authorized User may provide Lockbox access through the SentriConnect app or a One Day Code with Seller's written permission to licensed pest control inspectors or unlicensed assistants, as hereinafter identified. Only unlicensed assistants that are employed or contracted with the Authorized User to whom the lockbox has been registered may be provided access to the Lockbox. The unlicensed assistant may only be

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provided access to perform such duties as allowed under Virginia law.

C. Notwithstanding the foregoing section, no access may be granted to non-real estate licensees without the written authorization from the Seller. CVR MLS may, at its discretion, request a copy of such authorization from the Authorized User. Failure to obtain proper authorization will be considered a lockbox violation and subject to the fines set forth in Section 12.2.8.

Section 12.2.7 Violations Related to Ethics Complaints and Arbitration Requests

If a Lockbox System security violation involves an ethics complaint or arbitration Request, the ethics or Arbitration hearing will be held first in accordance with the procedures set forth in Section 9.7.

Section 12.2.8 Fines and Penalties

A. First Offense: $500 fine
B. Second Offense: $1,000 fine and a 30-day suspension of Key and Lockbox System privileges.
C. Third and subsequent Offenses: $2,500 fine and 60-day suspension of Key and Lockbox System Privileges.
D. Failure to return a Lockbox under Section 12.2.13: $250 fine.

Section 12.2.9 Authorized User Responsibilities

While the Authorized User has access to the Lockbox System, the Participant shall maintain supervisory authority over Authorized User. Authorized User shall be actively engaged in the real estate profession as defined under the laws of the Commonwealth of Virginia

A. Authorized User shall maintain an active, valid Virginia real estate license or appraiser's license.
B. Authorized User agrees/acknowledges that they are liable for all duties, responsibilities, and obligations consistent with use of the Lockbox System.
C. Authorized User shall promptly notify CVR MLS should they cease to hold an active, valid real estate or appraiser's license.
D. Authorized User shall notify CVR MLS if a Lockbox is lost or stolen.
E. Authorized User shall notify SentriLock Support if a Lockbox is non-functioning or damaged.
F. Authorized User shall comply with all Rules and Regulations and Policies for use of Lockbox System.
G. Authorized User shall keep CVR MLS advised in writing of their current email address at all times. Email address changes shall be reported to CVR MLS within three (3) days.
H. Authorized User may transfer possession of a CVR MLS Lockbox(es) to another authorized individual, with prior approval which may be obtained through SentriLock support or CVR MLS.

Section 12.2.10 Action to Enforce

Any action to enforcement will be made by CVR MLS in any court of competent jurisdiction. Authorized User shall be liable for the payment of all costs incurred by CVR MLS, including reasonable attorney's fees, related to enforcement the provisions of these Rules and Regulations and Lockbox System provisions.

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Section 12.2.11 Authorization Requirement

Prior to installing or using the Lockbox on any property, the Authorized User shall secure written authorization from the owner of such property. Upon request, Authorized User shall provide CVR MLS with a copy of the written authorization from the owner.

Authorized User shall include in a Listing agreement or other agreement signed by the owners of such property prior to installation and use of this system a provision whereby the owner(s) acknowledges the risk of using the system and releases CVR MLS and the Richmond Association of REALTORS® (RAR), the Southside Virginia Association of REALTORS® (SVAR) and the officers, directors, members, employees, independent contractors and agents of CVR MLS and of RAR and SVAR from any and all liability in connection with the use of the Lockbox System.

Section 12.2.12 Costs and Fees

SentriLock shall assess, and the Authorized User agrees to pay, an annual fee ("User Fee") for use of the SentriLock Lockbox System. If Authorized User fails to pay the User Fee by the due date, SentriLock may assess a late penalty and/or reactivation fee, and de-activate Authorized User's service until the fees and late penalty are paid in full.

Authorized User shall be responsible for the replacement cost of any CVR MLS owned lockbox resulting from failure of care and/or in relation to a violation of any CVR MLS rule, including boxes that are lost, intentionally destroyed, or disposed of. Invoices issued to agents under this Section shall be considered compliance matters subject to Article 9 of these CVR MLS Rules and Regulations.

Section 12.2.13 Resale, Return and Transfer of Lockboxes

CVR MLS owned Lockboxes may be not be sold between CVR MLS Participants and Subscribers, if an Authorized User discontinues participation in CVR MLS and/or the Lockbox System, whether voluntary or involuntary, such registered lockboxes shall either be transferred to a CVR MLS Authorized User or returned to CVR MLS.

CVR MLS reserves the right to request the return of any CVR MLS owned Lockbox from an Authorized User, if it has been determined that the lockbox is not in current use on an active CVR MLS listing. Requests for returns of such Lockboxes must be completed within ten (10) days. Failure to return a lockbox under this Section shall be deemed a lockbox violation and subject to fines set forth in Section 12.2.8

Section 12.2.14 Proper Use of Lockbox System

A. Lockboxes may be used on properties listed with CVR MLS Participant firms and must be used on the property when so indicated on the published Listing.
B. Lockboxes are normally programmed to exclude entry between 9PM and 6AM.
C. Lockboxes that have been programmed for CBS (Call Before Showing) should be so indicated in the MLS Listing and on the box itself. In no case shall CBS codes be published or distributed. CBS codes are confidential and should only be provided on a case-by-case basis according to the needs of the specific transaction.
D. When leaving a property, it is the responsibility of the agent to ensure that the Property Key is replaced in the lockbox and that the lockbox is properly closed. If a lockbox is found not properly closed, the agent should contact the Listing Participant immediately. The Listing Participant or listing agent shall determine the last person found to have entered the property (provided this was not the agent to report the violation) and contact CVR MLS.

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E. Care should be taken when entering a property by use of a Lockbox. The property and the lockbox should be left in the same condition in which it was found. It is common courtesy for an agent (even when previewing) to leave a business card in the property. Should an agent find a property left in an unsatisfactory condition it should be immediately reported to the Listing Participant.
F. Lockboxes shall be physically removed within two (2) days of listing expiration, termination or settlement. Failure to remove a lockbox within this time period may constitute a finable violation under these Rules. Additionally, the lockbox should be unassigned in the SentriLock/SentriKey system within the same two (2) days.

ARTICLE 13: MULTIPLE LISTING SERVICE AVAILABILITY

CVR MLS provides the MLS Database for the use of Users. CVRMLS aspires to make and keep the MLS Database available for use by Users, to have it function well, and to make it user-friendly. CVR MLS will endeavor to provide access to the MLS Database to Users through its ~~Technology Provider~~Data Consumer.

CVR MLS shall maintain technical support personnel to answer questions regarding the CVR MLS MLS system. Telephone and email support will be made available during normal business hours

CVR MLS cannot and does not guaranty that access to the MLS Database or IDX Database will be error-free or without interruption. Computer malfunctions and poor performance may occur at times. Also, CVR MLS provides Users access to the MLS Database and IDX Database via the Internet, and CVR MLS cannot control the performance of the Internet or the actions of other users of the Internet. Finally, Users must use their own computer technology and Internet access to gain entry to the MLS Database and IDX Database via the Internet, and Users are solely responsible for these matters.

The MLS Database, IDX Database, and CVR MLS' websites for accessing the MLS Database and IDX Database may not function properly at times, and may not be available or function with adequate speed at times, or may otherwise from time-to-time be unavailable to Users, whether because of technical failures or interruptions, intentional downtime for services or changes, or otherwise. If the User experiences any problems, the User should contact CVR MLS to report the problem, and CVR MLS will attempt to resolve the problem (if it is within CVR MLS' control) within a reasonable time. When CVR MLS must confront multiple problem reports, it will allocate its applicable resources to address problems in the order of importance as judged by CVR MLS in its sole discretion. If the User is not satisfied with CVR MLS' responses or responsiveness to reported problems, then the User has the option to resign his or her participation in CVR MLS if the User so chooses, or terminate access to the MLS Database and the IDX Database. Users shall have no other remedy against CVR MLS for failure to respond or responsiveness to reported problems.
Each User agrees that any modification of CVR MLS' website, and any interruption or unavailability of access to CVR MLS' website, or access to the MLS Database or IDX Database, shall not constitute a default of any obligations of CVR MLS under these Rules and Regulations, and that CVR MLS shall have no liability of any nature to any User for any such modifications, interruptions, unavailability, or failure of access.

Warranty Disclaimer. CVR MLS MAKES NO WARRANTIES AS TO THE MLS DATABASE, IDX DATABASE, OR OTHERWISE RELATING TO THESE RULES AND REGULATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTIBILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, EVEN IF CVR MLS HAS BEEN ADVISED OF SUCH PURPOSE. CVR MLS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTY OF MERCHANTABILITY.

ARTICLE 14: COPIES AND DERIVATIVE WORKS

Each Participant and Subscriber agrees that he/she shall not do any of the following, either directly or indirectly, including assisting any other person or otherwise contributing in any way to any of the following:

Make any copies of the MLS Database or IDX Database, or any portion of the MLS Database or IDX Database, including any specific Listing included in the MLS Database or IDX Database, except as expressly provided in these Rules and Regulations or an applicable License Agreement.

Create any derivative works, enhancements, or other modifications of the MLS Database or IDX Database, or any portion of the MLS Database or IDX Database, except as expressly provided in these Rules and Regulations or an applicable License Agreement.

Download, distribute, export, or transmit the MLS Database or IDX Database, or any portion of the MLS Database or IDX Database, to any computer or other electronic device, or otherwise transmit electronically, or otherwise, the MLS Database or IDX Database, or any portion of the MLS Database or IDX Database, except as expressly provided in these Rules and Regulations or an applicable License Agreement.

Publicly display the MLS Database or IDX Database, or any portion of the MLS Database or IDX Database, except as expressly provided in these Rules and Regulations or an applicable License Agreement.

ARTICLE 15: INDEMNIFICATION

Each User agrees to indemnify and hold harmless CVR MLS, and its officers, directors, employees, shareholders and agents, from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorney's fees and costs, arising out of or connected with (a) any Listing Agreement, (b) these Rules and Regulations, (c) submission of Listing data to CVR MLS, and (d) the inclusion of any Listing in the MLS Database or IDX Database, including, without limitation, any claim that the access to, display of, and/or use of the Listing infringes on or constitutes a misappropriation of any patent, copyright, or trade secret, or any other intellectual property right of any person or entity anywhere in the world, including any claims by Sellers, and any use by Participant or Subscriber of the MLS Database or IDX Database. CVR MLS shall have the right to control its own defense and engage legal counsel acceptable to CVR MLS.

ARTICLE 16: COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

By the act of submitting any property Listing Content to the MLS the Participant represents and warrants that they are fully authorized to license the property Listing Content as contemplated by and in compliance with this section and these Rules and Regulations, and also does grant to the MLS license to include the property Listing Content in its copyrighted MLS compilation, in any statistical report on comparables, and appraisal reports.

Each Participant who submits Listing Content to the MLS agrees to defend and hold the MLS and every other Participant harmless from and against any liability or claim arising from any inaccuracy of the submitted Listing Content or any inadequacy of ownership, license, or title to the submitted Listing Content.

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Note: The Digital Millennium Copyright Act (DMCA) is a federal copyright law that enhances the penalties for copyright infringement occurring on the Internet. The law provides exemptions or "safe harbors" from copyright infringement liability for online service providers (OSP) that satisfy certain criteria. Courts construe the definition of "online service provider" broadly, which would likely include MLSs as well as Participants and Subscribers hosting an IDX display.

One safe harbor limits the liability of an OSP that hosts a system, network or website on which Internet users may post user-generated content. If an OSP complies with the provisions of this DMCA safe harbor, it cannot be liable for copyright infringement if a user posts infringing material on its website. This protects an OSP from incurring significant sums in copyright infringement damages, as statutory damages are as high as $150,000 per work. For this reason, it is highly recommended that MLSs, Participants and Subscribers comply with the DMCA safe harbor provisions discussed herein.

To qualify for this safe harbor, the OSP must:

(1) Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, Participant, Subscribers, or other individual or entity.
(2) Develop and post a DMCA-compliant website policy that addresses repeat offenders.
(3) Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.
(4) Have no actual knowledge of any complained-of infringing activity.
(5) Not be aware of facts or circumstances from which complained-of infringing activity is apparent.
(6) Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

Full compliance with these DMCA safe harbor criteria will mitigate an OSP's copyright infringement liability. For more information see 17 U.S.C. §512.

*The term MLS compilation, as used herein, shall be construed to include any format in which property listing data is collected and disseminated to the Participants, including but not limited to bound book, loose-leaf binder, computer database, card file, or any other format whatsoever.

ARTICLE 17: PROPRIETARY AND OTHER NOTICES

Each Participant and Subscriber agrees that he/she will not alter or remove any trademarks or copyright notices or other notices and disclaimers located or used on, or in connection with, the MLS Database or any printouts of the MLS Database allowed under these Rules and Regulations or an applicable License Agreement.

Section 17.1 Notices

All notices, demands, or consents required or permitted under these Rules and Regulations shall be in writing and shall be delivered personally or sent by registered mail, certified mail, return receipt requested, by a reputable overnight courier service, or by e-mail, if the sender receives and maintains a copy of a certified mail receipt and a copy is mailed within (1) business day

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after notice is delivered by e-mail, except that CVR MLS may deliver notices or demands, but not consents, by telephone, to the appropriate party at the following addresses:

If to Participant or Subscriber:

At the street address, e-mail, or telephone number set forth on the applicable MLS User Application.

If to CVR MLS:

8975 Three Chopt Road
Richmond, Virginia 23229 Attention: Laura Lafayette, CEO

The foregoing addresses may be changed from time-to-time by delivering notice of such change, referencing these Rules and Regulations, to CVR MLS or the applicable Participant or Subscriber, as the case may be.

Section 17.2 Governing Law

These Rules and Regulations shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Each User acknowledges that by providing Listings to CVR MLS and/or accessing the MLS Database, Participant or Subscriber has transacted business in the Commonwealth of Virginia. By transacting business in the Commonwealth of Virginia by agreement, each Participant and Subscriber voluntarily submits and consents to, and waives any defense to the jurisdiction of courts located in Henrico County, Commonwealth of Virginia, as to all matters relating to or arising from these Rules and Regulations.

Section 17.3 Costs of Litigation

If any action is brought by CVR MLS or a Participant or Subscriber against CVR MLS or a Participant or Subscriber regarding the subject matter of these Rules and Regulations, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney's fees, costs, and expenses of litigation.

Section 17.4 Severability

Any provision of these Rules and Regulations which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of these Rules and Regulations.

Section 17.5 No Waiver

The waiver by any party of, or the failure of any party to take action with respect to, any breach of any term, covenant or condition contained in these Rules and Regulations shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition contained in these Rules and Regulations. The subsequent acceptance of any payment due under these Rules and Regulations by any party shall not be deemed to be a waiver of any preceding breach of the party making payment with respect to any term, covenant or condition contained in these Rules and Regulations.

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Section 17.6 No Third Party Beneficiaries

These Rules and Regulations are for the sole and exclusive benefit of CVR MLS and Participants and Subscribers and are not intended to benefit any third party, including any Seller. No third party may claim any right or benefit under or seek to enforce any of the terms and conditions of these Rules and Regulations.

If any provision of these Rules and Regulations shall be held to be invalid, illegal, or unenforceable, such holdings shall not affect the validity, legality or enforceability of the remaining provisions. These Rules and Regulations shall include any and all amendments thereto which may be from time to time approved and adopted by the CVR MLS Board of Directors.

ARTICLE 18: CVR MLS INTELLECTUAL PROPERTY

CVR MLS hereby grants to each

A. Participant and Subscriber a limited, non-exclusive, and personal license to use the Listings maintained in the MLS Database only for purposes expressly allowed under the applicable Participant's or Subscriber's certification or licensure, these Rules and Regulations, and any applicable license agreement,

B. Administrative User a limited, non-exclusive, and personal license to use the Listings maintained in the MLS Database only for purposes expressly allowed under the Participant's or Subscriber's certification or licensure for whom the Administrative User is using the Listings, these Rules and Regulations, and any applicable license agreement, and

C. Assessor User a limited, non-exclusive, and personal license to use the Listings maintained in the MLS Database only for purpose of appraising realproperty.

Except as expressly authorized in these Rules and Regulations, each User agrees not to rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify, store, time- share, or otherwise use the MLS Database or the information maintained in the MLS Database. Each User further agrees to take all reasonable steps to protect the MLS Database and the Listings from unauthorized access, copying, or use.

Participant and Subscriber may, at their sole option, irrevocably grant, transfer and convey to CVR MLS all right, title and interest in and to all Listing Content under applicable copyright and other laws, on a worldwide basis and in perpetuity. If Participant and/or Subscriber does so irrevocably grant, transfer and convey such right, title and interest in and to all Listing Content to CVR MLS, then Participant and Subscriber represents and warrants to CVR MLS with respect to such Listings that the Listing Content, and the assignment of rights in and to the Listing Content to CVR MLS, do not infringe or violate any copyrights, trade secrets, or other intellectual or proprietary rights of any third party.

Each Participant and Subscriber agrees not to challenge CVR MLS's rights in and to the MLS Database or to take any action inconsistent with the assignment of the Participant's Listing Content to CVR MLS. Each Participant and/or Subscriber agrees to take all action and execute and deliver to CVR MLS all documents requested by CVR MLS in connection with any assignment granted to CVR MLS in and to the Participant's Listing Content, including without limitation, any copyright application and registration of the MLS Database.

If assigned to CVR MLS, then each Participant and Subscriber shall indemnify CVR MLS against all damages, costs, and liabilities, including reasonable attorney fees, arising from any claim that the Participant's or Subscriber's Listing Content or any portion of the Participant's or Subscriber's Listing Content infringes the rights of any third party.

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PARTICIPANT AND SUBSCRIBER ACKNOWLEDGE THAT THE FOREGOING SENTENCE MEANS THAT PARTICIPANT AND/OR SUBSCRIBER MUST OBTAIN ASSIGNMENTS FROM THE AUTHORS OF ANY PORTIONS OF THE LISTING, INCLUDING AGENTS, PHOTOGRAPHERS AND SELLERS, AS NECESSARY FOR PARTICIPANT OR SUBSCRIBER TO ASSIGN THE COPYRIGHT IN THE LISTING CONTENT TO CVR MLS AND TO OTHERWISE MAKE FULL USE OF THE LISTING UNDER THESE RULES AND REGULATIONS. IF PARTICIPANT OR SUBSCRIBER FAIL TO DO SO, PARTICIPANT AND/OR SUBSCRIBER WILL ASSUME AND REIMBURSE CVR MLS FOR THE COST OF DEFENDING CVR MLS AGAINST INFRINGEMENT CLAIMS AND PAYING DAMAGES ON ANY SUCH CLAIMS.

Without limiting the generality of this Section, but subject to the rights of Participants in CVR MLS to opt out of inclusion with respect to Listings submitted by such Participant as set forth in these Rules and Regulations, Participant acknowledges and agrees that CVR MLS may use and license, or otherwise grant rights in or to the MLS Database or any or all of the Listings included in the MLS Database, including any and all Participant's Listings, to any third party for any lawful purpose reasonably deemed appropriate by CVR MLS, unless otherwise limited by a separate agreement between CVR MLS and the Participant or by these Rules and Regulations.

Enforcement. Participant, Subscriber, and/or Administrative User acknowledge that CVR MLS has the right to protect its intellectual property in and to the compiled Listing Content, including without limitation the following:

Add watermarks or other means of identification to any and all Listings, regardless of whether such means of identification is visible, and take any and all other action deemed appropriate by CVR MLS to identify the source of any misuse, infringement, or misappropriation of any Broker Participant's Listings.

Send demand letters, exercise rights under any applicable license agreements, and take any and all other action deemed appropriate by CVR MLS to prevent the misuse, infringement, or misappropriation of any Broker Participant's Listings.

Enforce and compromise any and all intellectual property rights in the Participant's Listings, and take all action deemed necessary and appropriate by CVR MLS in connection with the enforcement of all such rights, including, without limitation, the filing and prosecution of litigation or binding arbitration with respect to any potential claim of infringement, misappropriation, or other similar claim, the naming of any parties deemed appropriate by CVR MLS, and the collection of any damages.

Execute all documents, whether in the name of Participant, Subscriber and/or CVR MLS, deemed appropriate by CVR MLS to affect any of the foregoing.

Notwithstanding the foregoing, nothing in these Rules and Regulations requires CVR MLS to take any proceeding or other action against any person, firm, partnership or other entity that Participant claims may be infringing any Listing Content.

ARTICLE 19: THIRD PARTY LICENSE AGREEMENTS

Subject to obtaining the consent of each Participant, each Participant and Subscriber acknowledges and agrees that CVR MLS may license, or otherwise grant rights, to a third party to the MLS Database or the IDX Database, or any or all of the Listings included in the MLS Database or the IDX Database, at any time in CVR MLS' sole discretion, for any purpose deemed appropriate by CVR MLS. In accordance with the foregoing, each Participant and Subscriber expressly consents to CVR MLS granting the licenses and other rights described in the foregoing sentence. If CVR MLS grants a license or other rights to Participant's Listings to any third party, all exclusive Listings, regardless of type, may be included in the feed of Listings. CVR MLS may exclude from such license or grant of rights any Listing where

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a. the Listing displays to the public the property's street address or a graphic display of the property's specific location, and
b. the Seller displays on the property a "For Sale by Owner" sign or another sign or notice indicating that the Seller is soliciting direct contact from buyers.

Unless a Participant is not an IDX Participant, each Participant expressly consents to all IDX Participants and all Subscribers who are agents of IDX Participants advertising all IDX Listings for properties listed for sale by the Participant in accordance with these Rules and Regulations, and in connection with such advertising, each Participant consents to CVR MLS granting licenses to all IDX Listings to IDX Participants, Subscribers who are agents of IDX Participants, ~~Technology Provider~~Data Consumers and other third parties deemed appropriate by CVR MLS to facilitate the display of IDX Listings by IDX Participants and applicable Subscribers.

ARTICLE 20: LICENSE TO PARTICIPANT'S LISTINGS

Upon the receipt of a written request from a Participant, in a form acceptable to CVR MLS, and so long as Participant, the applicable Subscriber, and/or the applicable ~~Technology Provider~~Data Consumer are not in default under these Rules and Regulations or any agreement with CVR MLS, CVR MLS will grant to the Participant, the applicable Subscriber of the Participant, or the applicable ~~Technology Provider~~Data Consumer a license to the Listings of such Participant. The license will only be granted pursuant to a license agreement acceptable to CVR MLS. CVR MLS has no obligation to grant a license to the Participant, any Subscriber, or any ~~Technology Provider~~Data Consumer which does not enter into a license agreement. In addition to any applicable license fee payable by the Participant, Subscriber, and/or the ~~Technology Provider~~Data Consumer, the Participant or Subscriber shall pay to CVR MLS all costs and expenses incurred by CVR MLS in connection with any licenses and any services provided by CVR MLS in connection with such licenses.

ARTICLE 21: COMPILATIONS AND STATISTICAL INFORMATION

Access to Comparable and Statistical Information: CVR MLS may allow individuals who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building, but who are not Participants or Subscribers, to access comparable information, sold information, and statistical reports. This information is provided for the exclusive use of Participants and Subscribers of CVR MLS who are also engaged in the real estate business and may not be transmitted, retransmitted or provided in any manner to any individual, office or firm except as otherwise provided in these Rules and Regulations.

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Appendix A: Required Authorization Language

Sellers Authorization to Submit Property Information to CVR MLS

The undersigned Seller is aware that the Broker, as a member of CVR MLS, has an obligation to file the Property and all pertinent information regarding it with CVR MLS for the term of this agreement. The Seller understands that the primary objective of the CVR MLS is to distribute current information about property Listings to all of its members and that the vast majority of homes for sale in the Central Virginia area are marketed through the CVR MLS database. The Seller acknowledges that by not allowing the publication of their Property in the CVR MLS database, the Seller will substantially reduce the number of potential purchasers and cooperating real estate offices who would learn about the availability of the Property. It is understood and agreed that the Broker will submit pertinent information concerning the Property to CVR MLS. Such information, together with any other information provided to or obtained by the Broker with respect to the Property, may be disclosed to prospective purchasers and other brokers and may be included in all Listings, comparable books and other materials distributed by CVR MLS either before or after the term of this Listing or the sale of the Property. It is further understood that the Broker will furnish to CVR MLS notice of all changes of information concerning the Property as agreed by the undersigned Seller, and that upon completion of a fully executed sales agreement on the Property, the Broker will notify CVR MLS of said sale.

Use of Listing Content; Intellectual Property Assignment.

Owner acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by Owner to Broker or Broker's agent, or otherwise obtained or produced by Broker or Broker's agent in connection with this Agreement, and any changes to such information (the "Listing Content"), may be filed with one or more Multiple Listing Services, included in compilations of Listings, and otherwise distributed, publicly displayed and reproduced. Owner hereby [select one]: ___does OR____does not irrevocably assign and transfer to Broker any and all copyright rights and other intellectual property rights, and all actions and causes of action related to the foregoing, and all damages, profits, and other recoveries related thereto, which Owner may have or acquire in and to any and all Listing Content. If Owner irrevocably assigns and transfer to Broker the said rights, then Owner represents and warrants to Broker that the Listing Content and the assignment of rights to Broker does not violate or infringe upon the rights, including any copyright rights, of any person or entity, and Owner agrees to indemnify Broker against all damages, costs, and liabilities, including twenty-five percent (25%) attorney fees, arising from any claim that the Listing Content or any portion of the Listing Content infringes the rights of any third party.

Sellers Authorization Regarding the Internet

Internet and Other Media**:** Owner authorizes the dissemination of Property/sales information to CVR MLS Participants, including electronic format, magazines and other media. CVR MLS brokers may publish listings of competing brokers on their web sites. If authorized below, Broker's website may also allow third-parties to (i) write comments or reviews about the Property or display a hyperlink to comments or reviews in immediate conjunction with particular Listings, or (ii) display an automated estimate of the market value of the Property (or hyperlink to such estimate) or other Listings in immediate conjunction with the Property.

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OPT-OUT OF INTERNET
Complete this section only if Owner desires to opt out of Internet display

Owner may opt out of having the property Listing or property address displayed on the Internet by selecting
Option A or B below.

Option A: ☐ Owner has advised Broker that Owner does not want the Property displayed on the Internet.

OR

Option B: ☐ Owner has advised Broker that Owner does not want the address of the Property displayed on the Internet.

Owner understands and acknowledges that if **Option A** has been selected, consumers who conduct searches for Listings on the Internet will not see information about the Property in response to their search.
_____/____(**Owner's Initials**)

Owner (**initial one)** authorizes _____ OR does not authorize_____ third-parties to write comments or reviews about the Property or provide hyperlinks to comments or reviews to any property in immediate conjunction with the Property.

Owner (**initial one**) authorizes _____ OR does not authorize_____ an automated estimate of the market value of the Property (or any hyperlink to such estimate) or any property in immediate conjunction with the Listing.

Lockbox Authorization
The Owner ☐ does or ☐ does not request (CHECK ONE) the installation and use of a CVR MLS approved lockbox on said Property. The Owner is aware and understands that a lockbox is a means by which persons who have authorized access to said lockbox keys may gain entrance. The Owner hereby jointly and severally releases and forever discharges the Broker and all other persons who have authorized access to said lockbox keys from all liability, obligations, causes of action, claims and demands whatsoever which the Owner may have by virtue of the installation and use of such lockbox. Owner agrees to notify tenant in writing, if any, of intended use of lockbox.

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Appendix B Fine Chart

*This Fine Chart represents common violations. Any violation of these Rules and Regulations may be subject to a fine of no less than $150.00.

CVR MLS FINE CHART

Regulation No.	Violation	Fine Current
4.6	Password Sharing	$2,500
4.9.3 D	Providing MLS Database information to unauthorized parties	$250
4.9.4	Unauthorized advertising of another agent's Listing	$250
5.1	Failure to input Listing within three (3) days of Listing ratification or one (1) business day of public marketing, whichever comes first.	$250
5.6	Incomplete or Inaccurate Listing data	$150
5.6.2	Failure to provide required substantiation of square footage	$150
5.7	Advertising and/or self-promotion in remarks field	$150
5.8	Failure to upload one or more photos in an active listing.	$150
5.8	Failure to remove branding, agent or office information from a photo or Virtual Tour	$150
5.8	Failure to properly disclose the use of virtual staging, photo enhancement or any other manipulation of photos	$150
5.9	Failure to submit the Seller Opt Out Authorization Form within three days of Seller ratification	$250
5.9	Failure to enter an office exclusive or other non-MLS listing within one (1) business day of public marketing	$250
5.10	Failure to abide by Delayed Showing Status or failure to remove Delayed Showing status once removed by Seller	$150
5.14	Changing the listing price once the listing is subject a fully ratified purchase agreement (resale listings only)	$150
5.21	Failure to change the status in the MLS within five (5) days of contingency fulfillment or removal	$250
5.25	Failure to update Listing release status within five (5) days of release ratification	$250
5.29	Entry of Duplicate Listing	$150
5.33	Copying Listing content and or photos without consent	$250
5.36	Failure to submit copy of Listing agreement when requested by MLS	$150
5.39	Failure to have a signed, written Buyer Broker Agreement prior to having a substantive conversation or the showing of a property, whichever comes first.	$250

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Regulation No.	Violation	Fine Current
6.2	Offering Cooperative Compensation in the MLS a. 1st Offense - $250 and mandatory training (as determined by CVR MLS) b. 2nd Offense - $1,000 and 30 days suspension from MLS Services c. 3rd and subsequent Offenses $2,500 and 6 months suspension from MLS Services	Progressive
7.1	Failure to have a written, fully ratified listing agreement in place when entering an Active or Coming Soon listing	$250
7.1	Agent having direct communication with Seller without authorization from Listing Agent.	$250
7.10	Failure to report Pending status within five (5) days of contract ratification	$250
7.12	Failure to properly document remarks and contingency status for First Right of Refusal	$150
7.12	Moving a listing to an Active status without proper termination or release of contract or lease	$150
7.13	Failure to report cancellation of Pending Status	$250
7.14	Failure to report settlement	$250
7.15	Failure to report refusal to sell	$250
IDX	Transmitting IDX information to unauthorized third party	$2,500
Lockbox	No CVR MLS approved lockbox	$150
Lockbox	Failure to enter a lockbox serial number within three (3) days of listing submission or entry of an invalid or duplicate serial number	$150
Lockbox	Failure to return a lockbox upon audit or request	$150
Lockbox	Violation of lockbox key terms of use or other security violation. a. First Offense: $500 fine b. Second Offense: $1,000 fine and a 30-day suspension of Key and Lockbox System privileges. c. Third and subsequent Offenses: $2,500 fine and 60-day suspension of Key and Lockbox System Privileges	Progressive fines and loss of use.
21	Unauthorized distribution of Statistical data or other compilations	$2,500

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